



Kolkata SBU: Greases & Lubricants

P-43, Hide Road Extension

-700 088

E-PROCUREMENT TENDER ENQUIRY

"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."

GLK/TE20/194

Dated 02.12.2020

Due Date –05.12.2020 at 15:00 Hrs IST

Dear Sirs,

Sub : e procurement e- Tender Enquiry for Supply of Sulphurised Karanja Oil (S.K.O) at our Silvassa plants.

Balmer Lawrie & Co. Ltd. [BL] intends to procure Sulphurised Karanja Oil (S.K.O) from manufacturers/ traders of repute for production of greases and lubricants at its Silvassa plants.

Accordingly, **On Line Tenders** are invited for supply of following quantities from competent and experienced vendors with sound infrastructure, technical and financial capabilities.

| LOCATIONS | QUANTITY (+/- 10%) |
|------------------|---------------------------|
| Silvassa | 15 MT |

1. 0 PRODUCT SPECIFICATION

The specification of Sulphurised Karanja Oil (S.K.O) shall be as per annexure 1. No deviation is accepted by us

2. 0 DELIVERY SCHEDULE

- 2.1) The material must reach to our Silvassa plant (Survey No 201/1 Sayli Silvassa - 396230) within 10 days from the date of call up.
- 2.2) Immediately after dispatch of the materials, the supplier must forward the scan copies the following documents to

The material should be delivered at our Silvassa a plant on staggered basis. The contract will be valid up to 31.12.2020.

- 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.

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

2.3 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.

3.0 SPECIAL CONDITIONS OF CONTRACT

3.1 EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (EMD)

All bidders must submit an interest free EMD of INR 10000 (rupees Ten 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) or through online bank transfer in NEFT/ RTGS/IMPS mode., India. EMD of unsuccessful bidder(s) will be returned after finalization of the tender.

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

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 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 |
|-------|---------------------|---|
| | | |

3.2 SECURITY DEPOSIT (SD)

The successful bidder shall submit within 10 days of issue of LOI / PO whichever is earlier an interest free SD towards the satisfactory execution of the order. **SD shall be 2.5% of the total order value.** Failure to submit SD shall entitle BL to cancel the order and EMD will be forfeited. SD may be furnished by a Bank guarantee on a scheduled 'A' bank. The SD shall be released after completion of the contractual period/ supply of ordered quantity. Failure to comply with the requirements of the execution of the order shall make the SD liable for forfeiture.

Successful bidders who have payment-dues from the company may furnish the dues as SD for the execution of the order. In such case, the bidder shall give an undertaking that the amount equivalent to the SD shall be held back from the payment-dues.

Small scale units registered with National small scale industries Corporation are exempted from payment of SD, and they should enclose a copy of their valid registration certificate to make their quotation eligible for consideration.

4.0 ACCEPTANCE OF QUALITY PLAN

All supplies shall be accompanied with batch test certificate.

The company 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 vender shall be informed about rejections and causes thereof. The supplier, thereafter if so desires, may request for another test at our 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 vender, 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 vendor's responsibility to replace the material within a time of 10 days from date of intimation of rejection. In case of request for retest from vendor and confirmation of rejection, replacement to be made within 7 days of such confirmation.

5.0 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.

6.0 PAYMENT TERMS

Payment terms shall be 30 days from the date of receipt of material at our plant in good condition and submission of invoice along with all the relevant documents.

7.0 RISK PURCHASE CLAUSE

Without prejudice to other provisions in the tender, in the event vendor fails to supply within the stipulated lead time as stated in clause 2.0 (delivery Schedule), the buyer shall have the option to procure the product from alternate source(s), and any increase in cost to the buyer, on account of such procurement, shall be recovered from the seller.

8.0 GENERAL CONDITIONS OF CONTRACT

8.1 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.

8.2 PRICE REDUCTION FOR DELAYED DELIVERY

Timely delivery is the essence of the order. In case of delay in supplying the material at BL plant beyond the lead time, price shall stand reduced to a predetermined sum equivalent to 0.5% of the value of the delayed material per week or part thereof subject to a maximum of 5% of the value of the material delayed.

8.3 ARBITRATION

Disputes or differences arising out of or in relation to agreement/ contract shall be referred to the Chairman & 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 vendor 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.

8.4 GST FORMALITIES AND COMPLIANCE WITH REGULATIONS

Vendor 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 Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

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.

9.0 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 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.

10.0 VALIDITY

The offers shall remain valid for a period of 60 days from the due date of the tender.

11.0 SUBMISSION OF OFFER

11.1 Offer must be submitted on line. Last date for submission on line bid 05.12.2020 at **15:00 Hours.**

11.2 Following hard copies are to be sent to our office address in Kolkata so as to reach before the due date of the tender

a) EMD / Exemption documents

b) Confirmation of Technical Specification (Annexure I) duly filled up, signed and stamped.

c) Any other documents, if any.

d) Vendors who are quoting for the first time must submit a sample so as to reach our office before opening of bid.

11.3 It is assumed that the vendors will not take any deviation. However, in case of any, the same should be spelt specifically against the clause no of the tender document. In case of no mention of such, it will be assumed that the vendor is in agreement with the tender terms in TOTO and no alteration / deviation on account of any reason will be accepted after opening of the tender.

11.4 Offers received from related companies (definition of related companies as per company act shall apply) shall be considered as one offer.

11.5 Clarifications can be obtained in person / writing during working hours before the last date of submission of bids.

Only Registered vendors can participate in this tender . Any other unregistered vendors willing to participate for the item may registered themselves for participation in future tenders.

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 sameu

Thanking You,

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

Pratik Burman
Jr. Officer (SCM)
Ph- 09836809607 / **07595908681**

ANNEXURE - I

Technical Specifications of SULPHURISED KARANJA OIL (S K O)

| S. No | Test | Limits / Ranges | Test Method |
|-------|---|---|--------------|
| 1* | Appearance @ 25 °C | Homogeneous Viscous Liquid | Visual |
| 2* | Colour | Dark | Visual |
| 3* | Odour | Sulphurised Odour free from H ₂ S | Sensory |
| 4* | Kin. Viscosity @ 100 °C, cSt | 80 – 120 | ASTM D - 445 |
| 5* | TAN mg KOH/gm | 15.0 max. | ASTM D - 974 |
| 6* | Ash % wt. | 0.10 max. | ASTM D - 482 |
| 7* | Sulphur % wt. | 9.0 min | ASTM D - 129 |
| 8* | Copper strip corrosion @ 100 °C for 24 hrs. on a 10% wt. blend in 150 SN | 1 max. | ASTM D - 130 |
| 9. | Performance Test | | |
| | i) * Stability of 10% wt. blend in 150 SN | No sign of separation after 24 hrs. at room temperature | ----- |
| | ii) Separation on centrifuging at 1500 rpm for ½ hr. | 2.0 % max. Sedimentation | ----- |
| 10. | Spectroscopic Examination | Should conform to standard | IR / FTIR |

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 parameters.

Signature :

Name :

Designation :

Name of Company :

Full Address :

Date :

CONDITIONS FOR ONLINE BID SUBMISSION

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. 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 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 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.

| Name | E-mails | Phone Numbers |
|---------------------------------|--|-------------------|
| 1. Mr. Tirtha Das(Kolkata) | tirtha[dot]das[at]c1india[dot]com | +91-9163254290 |
| 2. Mr. Tuhin Ghosh(Kolkata) | tuhin[dot]ghosh[at]c1india[dot]com | +91-8981165071 |
| 3. Mr. Partha Ghosh(Kolkata) | partha[dot]ghosh[at]c1india[dot]com | +91-8811093299 |
| 4. Mr. CH.Mani Sankar (Chennai) | chikkavarapu[dot]manisankar[at]c1india[dot]com | +91-8939284159 |
| 5. Ms. Ujwala Shimpi (Mumbai) | ujwala[dot]shimpi[at]c1india[dot]com | +91-022- 66865608 |

Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts /Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of Techno-commercial /Unpriced bid. The bidder shall furnish the original DD / Bank Guarantee and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt

of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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

Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity