

**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/TE18/132  |
| 3.  | Tender date           | : | Aug 10, 2018  |
| 4.  | Tender Due Date       | : | Sept 05, 2018, 15.00 hrs. IST   |
| 5.  | Item                  | : | (i) Polyalphaolefin 40 [PAO 40] - 200 MT<br>(ii) Polyalphaolefin 9/10 [PAO 9/10]- 100 MT    |
| 6.  | Quantity variation    | : | (+/-)15 % (max.)  |
| 7.  | Validity of Offer     | : | 60 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    | : | Seven <u>(7) months</u> from the date of<br>Contract or till execution of the full quantity |
| 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 **Polyalphaolefin 40 [PAO 40]** & **Polyalphaolefin 9 / 10 [PAO 9/10]** as per Technical Specifications mentioned & terms and conditions as detailed below.

### **1.0 Product Specifications :**

#### **PAO 40**

Sl.No.	Characteristics	Specification	
		Min	Max
1	Appearance	Clear, bright & odourless	
2	Colour (ASTM D 1500)		<0.5
3	Specific Gravity at 15 Deg C	To Report	
4	Kinematic Viscosity at 40 deg C, cSt (ASTM D 445)	380	620
5	Kinematic Viscosity at 100 deg C, cSt (ASTM D 445)	38	72
6	Viscosity Index, (ASTM D 2270)	140	
7	Flash Point Deg C, Min (ASTM D 92)	250	
8	Pour Point Deg C (ASTM D 97)		(-) 36
9	Total Acid no mg KOH/g (ASTM D 974)		0.1
10	Water, ppm,max		50

#### **PAO 9/10**

Sl.No.	Characteristics	Specification	
		Min	Max
1	Appearance	Clear, bright & odourless	
2	Colour (ASTM D 1500)		0.5
3	Specific Gravity at 15 Deg C	To Report	
4	Kinematic Viscosity at 40 deg C, cSt (ASTM D 445)	50	75
5	Kinematic Viscosity at 100 deg C, cSt (ASTM D 445)	8.5	10.5
6	Viscosity Index, (ASTM D 2270)	135	
7	Flash Point Deg C, Min (ASTM D 92)	260	
8	Pour Point Deg C (ASTM D 97)		(-) 33
9	Total Acid no mg KOH/g (ASTM D 974)		0.1
10	Water, ppm,max		50

**No deviation against the tender technical specifications (for PAO 9/10 & PAO40) 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 **Sample of PAO[40] & PAO [9/10]**

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.

2.0 **Packing**

PAO 40: In Flexi / ISO Tanker

PAO 10/PAO 9 :In Barrels in seaworthy packing. Nett weight of material per barrel should be 160 Kg – 200 Kg.

4.0 **Quantity :**

MATERIAL	PORT LOCATION for CIF Delivery	PLANT LOCATION for Door Delivery	QUANTITY (+/-) 15%
PAO 40	Kolkata	Kolkata	160 MT
PAO 9/10	Kolkata	Kolkata	80 MT
PAO 40	Nhava Sheva	Silvassa	40 MT
PAO 9/10	Nhava Sheva	Silvassa	20 MT

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 elsewhere 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

Price should be valid for shipment vide B/L dated 15.05.19.

8.2 **For Domestic bidder(s)**

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

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

Price should be valid for delivery up to May 31, 2019.

After placement of contract, the price of PAO 40 & PAO 9/10 shall be firm and no request for increase in price will be considered by BL on any ground.

9.0 **Payment Terms**

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

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

10.0 **Country of origin**

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

11.0 **Customs tariff number**

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

12.0 **Pre-shipment inspection**

Pre-shipment inspection by internationally re- knowned 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.

13.0 **Delivery Schedule**

Overseas Bidder(s) : The shipment must be made within 15 days from the date of our call up through e-mail i.e Bill of Lading to be dated within 15 days from the date of call up(s).

Domestic Bidder(s) : Material must reach our plant within three weeks from the date of call up through e-mail.

14.0 **Call – Up and Lead Time**

In case of non-shipment of material within 25 days from the date of call up(s) on overseas bidder and within 30 days from the date of call up for domestic bidders, BL may adopt of the following options of redressal :

- a) Deduct a sum of @ ½ % per week subject to a maximum of 5% on total invoice value (CIF basis) as pre-determined Liquidated Damages
  - b) Exercise Risk Purchase in terms of clause 15.0 of the tender.
  - c) Cancel the contract and forfeit the Security Deposit
- BL's decision in this regard will be final and binding to the supplier.

**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 up mentioned against sl. No. 14.0 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 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 Part contract / Split contract**

- 16.1 Tender will be evaluated (for overseas bidders) using published reference of Reserve Bank of India on tender due date.
- 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.
- 16.3 The evaluation of the price bid will be as per prescribed format. The lowest landed rate quoted by the technically qualified bidder shall be taken as the L1 price. Similarly, L2, L3, etc. will be derived.
- 16.4 The contract is proposed to be split in the ratio of 60:40. Price shall be first negotiated with the L1 bidder who would be eligible for allotment of 60% of the total quantity. L2 bidder shall be requested to match the price of L1 bidder and if they agree then 40% of the total quantity shall be allotted to them. In case L2 bidder disagrees to match prices, similar offer shall be successively made to L3, L4, L5, .....bidders.
- 16.5 If no bidder accepts offer of matching price of L1 bidder, Company retains the option of placing contract on L1 for 100% of the tender quantity.
- 16.6 In case bids are received from related companies, only the lowest among such bids shall be considered for evaluation. The other bids of related companies will stand rejected.

Note : Quantities for above detailed splitting / contracting in full will be decided AFTER provisioning for contract on MSME vendor in terms of clause 23 of this tender.

**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 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 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.

#### 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 bidders must submit an interest free EMD of INR 3,50,000 (Rupees Three lakh & fifty thousand only) / USD 5,000 (US Dollars five 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.

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 MSME/ NSIC/ SSI are exempted from payment of EMD. However, they should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

## 22.0 **Security Deposit (SD)**

After receipt of Contract / Letter of Intent (LOI), the Supplier(s) must submit interest free Security deposit within 15 days from the date of receipt of LOI/PO 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 , Small and Medium Enterprises ( MSME ) :**

- a) Qualification Criterion : MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- b) Preference for Price Quotation in tenders : Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed 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 up to maximum 20 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority.

## 24.0 **Validity of offer**

Offer(s) should be valid for our acceptance upto 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/ e-mail offer and should reach us on or before the due date and time of tender i.e. Sept 05, 2018, 15:00 hours IST.

The outer ENVELOPE should be marked "Global Tender for PAO" and should be addressed to

Mr. Subimal Ghosh  
Asst. Manager (Central Procurement)  
Balmer Lawrie & Co. Ltd.,  
Greases & Lubricants Division,  
P-43, Hide Road Extension,  
Kolkata – 700 088, India

Phone No : (+) 91 33 2450 0129  
Mobile : (+) 91 9831062391  
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.

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](http://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**

**(Siddhartha Sarkar)**  
**Associate Vice President (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. 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.

### **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](mailto:tuhin.ghosh@c1india.com)

Mr. Tirtha Das, e-mail id : [tirtha.das@c1india.com](mailto: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

