

**Balmer Lawrie & Co Ltd,  
SBU : Grease and Lubricants  
P-43, Hide Road extension,  
Kolkata- 700 088**

**Tender Enquiry**

<b>E-Tender Enquiry No.</b>	<b>GLK/TE19/318</b>
<b>Date</b>	<b>12.02.2020</b>
<b>Due Date</b>	<b>24.02.2020 at 15:00 Hours</b>
<b>Sub</b>	<b>Supply of Light Diesel Oil (LDO) as per following specification</b>
<b>Period</b>	<b>01.04.2020 to 31.03.2021</b>
<b>Tender Quantity</b>	<b>300 KL [25 KL per month]</b>

**Specification of L D O**

Sl/No	Physical Property	Test Method	Specification
1	Appearance	Visual	Clear & Bright
2	Specific Gravity@29.5 Deg C	ASTM D 1298	To Report
3	K. Viscosity @40 Deg C	ASTM D 445	2.5 -15
4	Copper Corrosion, 3 hrs/100 Deg C	ASTM D 130	Not worse than 2
5	Pour Point, Deg C	ASTM D 97	(+) 21 Max
6	Flash Point, PMCC, Deg C	ASTM D 93	66 Min
7	Inorganic Acidity		Nil
8	Moisture Content, %	ASTM D 6869/ISO 15512	0.25
9	Sediments, %		0.10 max
10	Total Sulphur Content, %	ASTM D 4294	1.5 max

**ON LINE OFFERS** are invited for supply of LDO at Greases and Lubricants, Kolkata of Balmer Lawrie & Co. Ltd. (BL).

Total quantity during the period mentioned above will be approx. 300 KL (25 KL per month). However, the quantity mentioned is indicative only and actual requirement may increase/decrease from month to month depending upon our requirement.

**Terms and conditions:**

1.0 Earnest Money Deposit ( EMD )

All bidders must submit an interest free EMD of Rs 2,00,000 (rupees two lakhs only) by DD/ Bank Guarantee ( as per enclosed format) drawn on any schedule bank in India in favour of “BALMER LAWRIE & CO. LTD.” and payable at Kolkata (Calcutta), India or through online bank transfer in NEFT/ RTGS/IMPS mode., India.

Bidders who had free EMD / SD lying with Balmer Lawrie & Co. Ltd. may request in writing to consider the same as EMD against the tender subject to verification by Balmer Lawrie & Co. Ltd., the amount lying should be sufficient in terms of EMD amount required for this tender”.

EMD of the unsuccessful bidder(s) will be refunded after finalization of the tender. EMD of successful bidder may be retained as part of security deposit till completion of supply. EMD shall not bear any interest.

Public Sector Undertakings / Enterprises and registered MSE units are exempted from payment of earnest money deposit. However, registered MSE units should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

Except for aforesaid cases offers received from bidders without EMD will not be considered.

2.0 Security Deposit (SD)

Security Deposit @ 3% of Contract basic value, subject to maximum of Rs. 10.00 Lakhs, to be deposited by the successful bidder on receipt of LOI/Contract for satisfactory completion of contract.

Bidders who have payments due from BL, Grease and Lubricants Division, may also seek adjustments of such payments against SD.

Public Sector Undertakings / Enterprises is exempted from payment of security deposit.

3.0 Provisions for Micro & Small Enterprises (MSE):

- a) Registered MSE vendors shall be exempted from need to furnish EMD, subject to their submission of registration details. Declaration of Udyog Aadhar Memorandum [UAM

Number] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

- b) Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the 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.”
- c) Qualification Criterion: MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry’s circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. The MSME registration should specify manufacturing / service ( if it is service tender) of the tender item(s).
- d) **The above provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. Vendor has to submit declaration as per BL format to this effect.**

#### 4. Price

- 1) The price of L D O is subject to change on every fortnight of the month by Oil PSU's and the ruling price on the date of supply will be applicable and discount's, offered by the bidders will remain valid up to 31.03.2021. The original quote for L D O by the Oil PSUs on due date of tender with the applicable discount will be taken for evaluation purpose.

The offer should clearly specify GST, Special Duty if any etc.

The price quoted shall be FOR BL Works basis only. The transportation cost should be mentioned separately . However BL may at its discretion engage their own transporters also to move the materials if desires so.

#### 5. Payment terms

We propose payment terms are 30 days from the receipt of materials at our factory.

Please confirm your acceptance.

However, in case of PSU Oil Companies it will be on advance payment term.

#### 6. Taxes & duties

All applicable statutory levies, duties and taxes like GST is to be mentioned clearly in the offer.

7. Call ups and Supply

The supply period will be from **01.04.2020 to 31.03.2021** The supplies shall be strictly based as per our call-ups.

The Vendor shall follow all the safety and security regulations while transporting LDO from their works to our plants through tanker lorry (ies). Freight charges inclusive of loading and unloading charges at either end.

8. Contract quantity /and part contract

Notwithstanding anything contained in other terms of this tender, BL at its own discretion may reduce or split the order among various bidders. BL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

9. Arbitration

If any dispute or difference arises between the supplier and seller as to the interpretation of the terms of the contract, the same shall be referred to an arbitrator appointed by C&MD of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and / or any other amendments thereafter.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1) /2013-DPE(GM)/FTS-1835 dated 22.05.2018

10. GST Formalities and compliance with Regulations

Vendor shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor 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.

The vendor shall issue the GST invoice so that equivalent amount may be availed as GST credit by BL, if applicable.. All unutilized / expired road permits shall be returned to the issuing unit.

All laws and regulations required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and / or their authorized 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 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."

#### 11. Risk purchase

Without prejudice to other provisions in the tender, in the event of the vendor failing to deliver within the **3 (three) working days** of issuance of call-up by e-mail/fax, BL shall have the right and option to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

#### 12. Force-majeure

Any delay in or failure of 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 of such occurrences. The period 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.

13. Validity of offer : Your offer should be valid for our acceptance for a period of 30 days from the due date of the tender.

#### 14. Submission of Offer

**The offers are to be submitted on line only. However, Oil PSUs may submit their bid either on line or in sealed envelope.**

#### 15. 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.

16. Corrigendum/Amendmend : 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 <https://balmerlawrie.eproc.in> and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for up dation.

for **Balmer Lawrie & Co. Ltd**

Aryya Kanti Naha  
Sr. Manager (SCM)

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Fax No : 033 – 2439 2277  
e-mail : naha.ak@balmerlawrie.com

## CONDITIONS FOR ONLINE BID SUBMISSION

### **Procedure For Bid Submission**

The bidder shall submit his response through bid submission to the tender on eProcurement 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 eProcurement 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 eProcurement 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 eProcurement 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 eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement 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.

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

**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