

**Balmer Lawrie & Co Ltd,  
(A Govt Of India Enterprise)  
SBU : Greases and Lubricants  
P-43, Hide Road extension,  
Kolkata- 700 088, India**

Global Tender Enquiry No : GLK/TE20/002  
Date : 12.05.2020  
Due Date : 18.05.2020 at 18:00 Hours IST  
Subject : Supply of Group I Base Oils

**Sub : Import of Base Oil (Group-I) – May'2020**

Balmer Lawrie & Co. Ltd. (BL), a Govt. of India Enterprise, under the Ministry of Petroleum and Natural Gas, invite quotations from manufacturers / trading Companies, authorized by BL for supply of Group I Virgin Base Oils as per Technical Specifications in Annexure I on terms and conditions as detailed below.

**REQUIREMENT IN FLEXI-TANKS / ISO TANK S**

	<b>Kolkata</b>	<b>Nhava Sheva</b>
<b>Group I</b>	<b>Qty in MT</b>	<b>Qty in MT</b>
SN 500	300	300

Remarks :

- 1) Quantities mentioned above are indicative and actual ordering will be based on actual requirements of the Plants.
- 2) BL may opt for procurement of one or more of the above tendered items as best suited to their requirements.

**Terms and Conditions of supply -**

- a) Technical Specifications will be strictly as per Annexure I. No deviation will be accepted.
- b) Offers required for supply in Flexi tanks/ISO tanks
- c) Offers to be made on following basis : (Refer Annexure II)
  - ☐ For requirements of Silvassa Plant : **CIF Nhava Sheva Port price to be quoted.**
  - ☐ For requirements of Kolkata Plant : **CIF Kolkata Port price to be quoted.**
- d) Pre-shipment inspection by SGS or other mutually acceptable international inspection agency conforming the specification of the consignment under shipment to be in full conformity to specification as per Annexure -I for the ordered base oil will be mandatory. Pre-shipment inspection will be arranged at **supplier's cost** and the certificate in original will be part of shipping documents for negotiation.
- e) Advance copy of full set of shipping documents will be sent by fax / email.
- f) BL's preferred Payment Terms is "100% payment against documents through bank with 45 days credit from date of Bill of Lading".
- h) Consignment must be **inspected and shipped within 15 days of schedule shipment date** ie Bill of Lading must be dated not more than 15 days from schedule shipment date to be intimated minimum 7 days in advance.
- i) Price Offer to be made on US\$/MT basis.

j) While signed and stamped offer in sealed envelope is preferred, offer by e-mail will also be accepted from overseas bidders.

**k) VALIDITY OF OFFER FOR ACCEPTANCE : TEN DAYS FROM THE DUE DATE OF TENDER.**

l) Shipments are required to be cleared by buyer from Kolkata and Nhava Sheva ports within **21 days “free time” offered by vendors shipping lines** before detention charges become payable.

m) List of documents in original to be produced for negotiation of payment through our bank :

- i) Certificate Of Analysis – 2 Originals
- ii) Certificate of Origin - 1 Original
- iii) Bill of Lading - 3 Originals
- iv) Invoice - 3 Originals
- v) Packing List - 2 Originals
- vi) Certificate Of Insurance – 1 Original
- Vii) Pre-shipment inspection Certificate – 1 Original

Any detention charges incurred by BL on account of documentation errors, delay in original shipping documents reaching to bank if any, by shipper, will be borne by the vendor through a credit note to be adjusted against subsequent invoice.

m) Shipment to Nhava Sheva and Kolkata ( Calcutta) Port in lot sizes as tabled below. Interval of 7-10 days between shipments to be maintained for each location.

	SN 500		
	Kolkata	Silvassa	
<b>Shipment 1</b>	5 Flexi Tanks/ISO Tanks x 20 MT= 100 MT	5 Flexi Tanks/ISO Tanks x 20 MT= 100 MT	
<b>Shipment 2</b>	5 Flexi Tanks/ISO Tanks x 20 MT= 100MT	5 Flexi Tanks/ISO Tanks x 20 MT= 100 MT	
<b>Shipment 3</b>	5 Flexi Tankers x 20 MT= 100MT	5 Flexi Tanks/ISO Tanks x 20 MT= 100 MT	

**General Terms & Conditions of supply**

**A. Shortage allowance:**

No shortage on actual quantity received vis-a-vis invoice quantity is permissible. Shortages, if any, shall be deducted from the invoice and payment shall be made against actual quantity of material received.

**B. Contract quantity /and part contract: -**

The Company (BL) at its own discretion may reduce or split the order among various bidders. BL reserves the right to accept any bid in whole or in part or reject any or all bids without assigning any

reason. BL shall not be bound to accept the lowest bidder and reserves the right to accept any or more bids in part. Decision of BL in this context shall be final and shall be binding on the bidders.

**C. Quality Plan :**

The material offered against the tender should be strictly conforming to our specifications as per **Annexure I**, failing which we shall reject the offer. All supplies shall be accompanied by batch-wise test certificate. The company reserves the right to test the received material for conformance of quality. In the event of rejection of material at BL's receiving units after quality testing, the vendor shall be informed about rejections and causes thereof. Removal of rejected material from our end shall be the vendor's responsibility.

**D. Risk Purchase**

Without prejudice to other provisions in the tender, in the event of the vendor failing to effect supply on time as per terms of this tender, 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.

**E. 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 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, 1995.

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.

#### **F. 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.

#### **G. Submission of Offer:**

Each page of the tender document shall be stamped and signed by the authorized representative of the vendor in token of acceptance of the tender terms and conditions. E-MAIL OR CLOSED BID IN SEALED ENVELOP ARE ALSO ACCEPTED.

#### **H 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.

For Balmer Lawrie & Co. Ltd

(Aryya Kanti Naha)

Sr. Manager [SCM ]

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**Annexure I**

**Specification :**

			<b>SN 500</b>
<b>Test Parameters</b>	<b>Ref. Method</b>	<b>Test Unit</b>	-----
Appearance	Clear & Bright	&----	Clear & Bright
Colour	ASTM D-1500	----	3 max
Crackle test			No crackling
Sp. Gravity	ASTM D-1298	gms/ml	Vendor to report
K. Visc. @ 100 deg C	ASTM D-445	Cst	Vendor to report
K. Visc. @ 40 deg C	ASTM D-445	Cst	85 min
Viscosity Index	ASTM D-2270	---	88 - 105
Flash Point COC	ASTM D-92	Deg C	220 min
Pour Point °C	ASTM D-97	Deg C	(-) 6 max
Demulsibility (at 54 deg C for upto VG 100 and at 82deg C for beyond VG 100)			40-37-3 (10 minute max)
TAN mg KOH/g			0.05 max

Please note that Base Oils must be free from any mal odor.

**Annexure II**

**Price Schedule**

	<b>CIF Nhava Sheva ( in US \$ / MT)</b>	<b>CIF Kolkata (in US \$ / MT)</b>
<b>SN 500</b>		

**Signature** :

**Date** :

**Company Full Name** :

**Name of Authorized Representative** :

**Designation** :

**Contact details**

**Telephone** :

**Fax** :

**Mobile No.** :

**e-mail no.** :

