

Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

SBU : Greases & Lubricants
P-43, Hide Road Extension,
Kolkata – 700 088
India

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/TE20/089
3. Tender date : 10.09.2020
4. Tender Due Date : 14.09.2020 at 15:00 Hours (IST)
5. Item & Quantity :
Additive for OIB Oil for Tractor UTTO [Qty - 2.0 MT]
7. Validity of Offer for acceptance: 30 days from tender opening date
8. Period of Contract : supply of material within 30 days from the date of LOI / contract.
9. 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 **Additive** as per following Technical Specifications mentioned & terms and conditions as detailed below.

1.0 **Product Specifications** :

OIB Additive for Silvassa :

Tractor OEM	Transmission Oil performance	Hydraulic performance	Gear Oil performance	Viscosity grade
John Deere J 20 C	Allison C4	Sperry Vickers / Eaton I 280S	GL 4	SAE 30

2.0 **Packing**

Material to be supplied in barrels with good condition.

2.0 **Quality Assurance**

supplies made shall be accompanied by test certificate conforming to above 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.

3.0 **Quantity (Tolerance +/- 5%):**

Additive for OIB Oil for Tractor UTTO [Qty - 2.0 MT]

5.0 **Supply :**

Supply of materials to be made within 30 days from the date of placement of LOI/Contract .

6.0 **Mode of delivery** the offer preferred to be on FOR Silvassa basis.

7.0 **Price**

Rate(s) to be quoted preferably on FOR delivery to our Silvassa Plant.

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

After placement of contract, the price will be firm and no request for increase in price will be considered by BL on any ground.

8.0 **Payment Terms**

Within 30 days from the date of receipt of materials at BL's plant.

9.0 **Placement of Contract**

The order/s shall be placed to the L1 bidder only. The L1 rate will be arrived based on net additive treat cost after considering input tax credit & Base Oil credit.

10.0 **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 or otherwise any other person as decided by C &MD, 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.

11.0 **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 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."

12.0 **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.

13.0 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.

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:No21(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

14. 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.

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

15.0 Validity of offer

Offer(s) should be valid for our acceptance up to 30 days from the due date or the extender due date, if any, of the tender.

16.0 Submission of offer

The bidders are required to submit their offer on-line. However other documents, if any must reach our office before due date and time of the tender.

No deviation against the technical specification of the product as mentioned in the tender will be accepted. In case of any deviation, the offer(s) may be summarily rejected without contacting the bidder(s) or assigning any reason whatsoever.

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 and BL e-proc site, <https://balmerlawrie.eproc.in> where this tender is floated and interested vendors should regularly visit these websites for updating

17. 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

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

Arnab Ghatak
Sr. Manager (SCM)

