

Balmer Lawrie & Co. Ltd.
SBU : Greases & Lubricants, Kolkata
P-43, Hide Road extension
Kolkata – 700 088

Limited e-Tender Enquiry

Tender No. : GLK/TE 21/103

Date : 16.08.2021

Due Date : 26.08.2021 at 16:00 hours IST

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.”

Please arrange to submit on line bid for 25 MT (+10%) Mineral Oil (High Flash M T O) of following specifications:

TECHNICAL SPECIFICATIONS

MTO-High Flash (MTO HF)

Parameters	Test Method	Specified Limit		Frequency of Testing	Batch will be released on
		Minimum	Maximum		Vendor's certificate
Appearance	Visual	Clear & Bright		F1	
Kinematic viscosity at 40 °C, cSt	ASTM D445	1.6	2.8	F1	
Specific gravity at 29.5 °C	ASTM D1298	0.78	0.83	F1	
Flash Point, °C	ASTM D92	75	95	F1	

Sample of High Flash M T O

Bidder(s) who have not supplied during last two years or have not got their sample approved during last two years, must submit a representative sample so as to reach us on / before due date of the tender for our evaluation. BL at its sole decision may accept receipt of sample after the due date of tender.

Terms and Conditions :

1.0 Quantity : 25 MT (+10%). to be supplied in bulk through tanker.

2.0 Delivery Schedule

a) Immediate delivery of 25 MT High Flash M T O to Kolkata Plant. Material to be dispatched with 5 days of call up and should reach to our Kolkata Plant with 15 days of call up.

3.0 Payment Terms : Full payment within 30 days from the date of receipt of material at our Kolkata plant in good condition.

4.0 Packing : In tanker.

5.0 GST : The Bidders should clearly GST(as applicable), Freight charges for door delivery and any other charges separately.

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."

6.0 BID SECURITY DECLARATION:

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of Four months .In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable."

7.0 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.

8.0 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.

9.0 Arbitration and Jurisdiction Clause:

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to **Arbitration**. The procedure of the **Arbitration** shall be governed under the **Arbitration** and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The **Arbitration** proceedings shall be conducted in English language. The Seat of **Arbitration** shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

10.0 LD CLAUSE

Timely delivery is an essence of the contract. In case of delay in delivery of material beyond lead time for delivery, price shall stand reduced by 0.5% of the basic value of the delayed material per week or part thereof subject to a maximum of 5% of the basic

value. However BL may also invoke Risk Purchase clause no 8.0 in case of non - delivery of material with the scheduled delivery period as per clause 2.0 above.

11.0 Provisions for Micro and Small Enterprises (MSE) :

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.

- a. 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. Tenderer should declare their UDYAM Registration Number on CPPP website as required by Ministry's circular no S.O.1702 (E) dated 01.06.2020.
- b. The Tenderer should confirm that they have declared the UDYAM Registration number in the CPPP (Central Public Procurement Portal).
The bidder needs to submit the Declaration as per the below format on their letter head duly signed and stamped by the authorised signatory.
"We hereby declare that we have declared / uploaded the UDYAM registration number / certificate in CPPP and that the tendered item is manufactured by us (in case of supply of goods)."
- c. Non-declaration of UDYAM number in CPPP shall make the tenderer ineligible to enjoy the benefits as per Public Procurement Policy for MSME Order, 2012.
- d. Required UDYAM Registration Certificate needs to be uploaded / provided along with the bid document.
- e. It is also to be noted that in UDYAM certificate, turnover and investment in Plant & Machinery for last completed F.Y must be mentioned, without the same the certificate will be treated as invalid for availing MSE benefits.
- f. UAM certificate is replaced by UDYAM Certificate. Hence, no UAM certificates will be acceptable for availing benefits of MSE.

- g. The above-mentioned provisions are meant for procurement of goods produced or service provided 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 by them in case of goods. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- h. All of the above details are mandatory 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

11.1 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.

Vendor should note that only “Class I Local Supplier” 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 on company letter head duly signed by the authorized person. 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.

SI No	Item(s) Description	Percentage of local content in your product(s)		

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.

12.0 Validity : Offer must be valid for our acceptance for 30 days from the due date of the tender.

13.0 Acceptance of Offer : BL reserves the right to reject any / all tenders if a conflict of interest between bidder and BL is detected at any stage.

14.0 Corrigendum/Amendment : Any amendment /Corrigendum, as and when required, will be uploaded only on the website of the Company 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.

15.0 Offer shall also indicate the following :

- (a) Is the offered material hazardous and effecting users' health ?
- (b) Is the offered material causing environmental pollution?
- (c) Are you having a system to control Air emissions and effluents and hazardous waste disposal system to comply with regulatory requirements?

16.0 Ground of Defense of India and National Security Clause

Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical

person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of
Senior managing
official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of
Control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. (To be inserted in tenders for Works contracts, including Turnkey contracts} The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

" We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that
(Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that
(Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

17.0 In case of any discrepancies / difference between the English and Hindi version of the tender documents, the English version shall prevail and to be considered.

18.0 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. Ltd.**

(Aryya Kanti Naha)

Chief. Manager (SCM)

Phone No. : 033 – 24500110

E-mail : naha.ak@balmerlawrie.com

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.

1. Mr. Tirtha Das(Kolkata)	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
2. Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
3. Mr. CH.Mani Sankar (Chennai)	chikkavarapu[dot]manisankar[at]c1india[dot]com	+91-8939284159
4. 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.

4.0 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.

5.0 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