

BALMER LAWRIE & CO. LIMITED.
SBU :GREASES & LUBRICANTS
P-43, HIDE ROAD EXTENSION
KOLKATA – 700 088.
PHONE NO. 033 –24505 320, FAX NO. 033 – 2439 2277
E-mail : ghosh.subimal@balmerlawrie.com

E-PROCUREMENT TENDER ENQUIRY

“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.”

GLK/ TE21/148
Dated 19.10.2021

Due Date : 21.10.2021 AT 16:00 Hours

Dear Sirs,

Please send your **ON LINE offer** for supply of 3 MT (+/-10%) of EXPELLAR MUSTARD OIL (EMO) [Non Edible Variety] in barrels(good condition with mentioning product name) .The tender comprises General Conditions of Contract (GCC) for vegetable oils & fats and Specific Conditions of Contract (SCC) as noted hereunder. GCC and SCC shall be read together and are complementary to each other. [FAX and e-mail offers are not accepted]

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

(A) General Condition of Contract

The provisions of GCC shall be as enclosed herewith.

(B) SPECIFIC CONDITIONS OF CONTRACT

1.0 TECHNICAL SPECIFICATION: Please refer to Annexure - I

2.0 VALIDITY OF THE OFFER

Your offer should be valid for minimum 30 working days from the due date.

Quantity : 3 (+/- 10%) MT to be supplied in barrels (good condition with mentioning product name)

LD Clause

In the event the material is not received within the specified days mentioned above, a pre-determined liquidated damages will be applicable @ 0.5% per week subject to 5.0 % maximum of PO for the delivery portion in each lot.

3.0 DELIVERY SCHEDULE-

Immediately within 10 days on placement of LOI/P.O .

4.0 PRICE DETAILS

4.1 Bidder shall submit FOR, BL-Factory price clearly specifying basic price, GST percentage, freight charges, if any.

4.2 The price quoted shall remain firm till execution of the order.

5.0 PAYMENT TERMS

Within 30 days from the date of receipt of material.

6.0 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.

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.

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.

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.

“Class I Local Supplier” will be given purchase preference as per preference to Make In India Order of Govt. Of India (Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT). However, this preference would be applicable after netting off the quantity allowed to qualified MSE bidder (if any), as per the MSE clause of the Tender.

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.

Vendor should note that only “Class I and class II Local Suppliers 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 duly signed by authorized person of your company letter head 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	Supplier Category (Class I / Class II / non local)

Restrictions on Ground of Defence of India and National Security

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.

7.0 QUALITY & ACCEPTANCE OF THE MATERIAL

The successful bidder must ensure the quality and no deviation from the enclosed specifications shall be entertained. The testing done at our QA Department shall be final and binding on the supplier.

8.0 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.

9.0 PRICE REDUCTION FOR DELAYED DELIVERY

Delivery is the essence of the order. In case of delay in execution of the order beyond contractual delivery schedule as stipulated in the enquiry, BL at its option may accept the delayed delivery on price reduced by sum equivalent to one percent (1%) of the value of goods not delivered per week or part thereof delay subject to a maximum of ten percent (10%) of the order value.

10.0 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, expropriation or confiscation of facilities by 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 BL in writing within three days of occurrence of the event. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. Such a determined period of time lost shall be extended by BL to enable the Vendor to deliver the items within such extended period of time.

GENERAL CONDITIONS OF CONTRACT FOR VEGETABLE OILS & FATS

5 0 General

- 1.1 The conditions set shall be read in conjunction with other terms & conditions of the tender. Unless repugnant, the term set herein shall reign in the event of contradiction with any other term of the tender. Buyer shall mean Balmer Lawrie & Co. Ltd. And "Seller" shall mean the vendor on whom order has been placed.

- 1.2 Besides being genuine oils conforming to the specifications as given hereinafter, the expressed oils shall be obtained from clean and sound seeds by a process of expression only. It shall be clean and free from rancidity, adulterants, sediment, suspended impurities, foreign matter, separated water, added colouring and flavouring substances. It shall not have been treated with chemicals in any manner and shall have the natural smell, taste, colour, odour and appearance characteristic of the oil.
- 1.3 Solvent Extracted oils shall be obtained by a process of Solvent Extraction using Solvent hexane conforming to IS: 3470-1966 (Food grade solvent). For refined and semi refined grades, it shall be further refined by neutralisation with Alkali, bleached with bleaching earth or activated carbon or both and no other chemical agents being used. For refined grade, it should also be deodourised after bleaching.

6 0 Origin of oil

When the contract specified oil produced in a particular station or in a particular area, the Buyer shall be entitled to reject any oil not despatched from that station or from that area.

7 0 Quality Average

- 3.1 When deliveries are made against a contract in several lots, they will be accepted only if each individual lot is within the Buyer's maximum permissible limits. The rebates if any, will be calculated on individual lots on the basis of the rebate scales given in the Buyer's specifications.
- 3.2 Individual lots which do not conform to the Buyer's standards as shown by the Buyer's laboratory tests may be accepted only after a basis of indemnification is agreed upon by the Buyer with the Seller's representative. The rebate will be charged on that particular lot only.

4.0 PROCEDURE FOR DRAWING SAMPLES

4.1 Oil in Drums

Sampling must be 100% i.e. sample must be drawn from all the drums in a lot.

If sampling cannot be done on receipt of the drums and drums were lying in a standing-up position, they should be rolled before sampling. Rolling immediately after unloading is not necessary as the drums automatically get rolled at the time of unloading.

Sampling must be done using a clean, dry, glass tube (preferably Pyrex) of about ½ " internal dia. The bucket (polythene) and the sample bottle must be clean, dry and free from any other impurities.

- 4.2 The representative sample consists of 50–50 mixture of top and bottom samples drawn as below :

4.2.1 Bottom Sample

Insert glass tube with free top end closed tightly by placing the thumb till it touches the bottom of the drum. Open thumb, wait for tube to fill. Close free top end again with thumb; withdraw and drain oil into the container.

4.2.2 Top Sample

Insert open glass tube slowly till bottom end touches the bottom of the drum. Close top of the tube; withdraw and drain the oil into the container.

- 4.2.3 Any drum in which the colour of the oil is different or there is separated water or dirt, must be clearly marked and will not be sampled for purposes of preparing as an average sample. Such drums will stand rejected.

4.2.4 Average Sample

The container holds an average (50–50) sample as both top and bottom samples are withdrawn at the same time. Stir well and fill in 4 nos of 8 oz. empty, clean bottles; close with cork and label with all relevant details. Samples are sealed, if necessary, and sent for analysis to laboratory in a locked box.

4.3 Oil in Tank Lorry

Sampling tube is a stainless-steel tube with a float-valve at the bottom. General relevant precautions as given under Oil Sampling in Drums must be followed.

4.3.1 Bottom Sample

Open the bottom valve slowly and allow the oil to flow into a clean bucket and close the valve. Rinse the bucket with the oil. If separated water or extraneous impurities found present, the supplier may be allowed on request to drain out some quantity of oil or reject the supply.

4.3.2 Top Sample

Insert the sampling tube (with float valve at the bottom) through the manhole and allow the oil to enter the tube. Rinse slowly the sampling tube and drain out the oil from the sampling tube. Insert the sampling tube again until it touches the bottom and after a while take the tube out. Empty the tube into the bucket. Repeat to collect more sample. Thoroughly mix the contents of the bucket and fill 4 no of 8 oz. clean bottles.

4.3.3 Average Sample

Empty the bottom and top samples as collected under 1 and 2 above in the bucket. Mix well and the fill in the 4 nos. of 8 oz. bottles. Wipe, close with cork and label with all relevant details. Samples are sealed, if necessary, and sample is sent for analysis to laboratory in a locked box.

- 4.3.4 If there is more than one compartment, one average sample should be drawn for each compartment, and the labels should indicate the corresponding compartment number.

4.4 Oil in Tank Wagons

- 4.4.1 As the bottom outlet of tank wagon is flanged, it is not possible to draw a bottom sample. Hence only the sample drawn from the manhole is treated as the representative sample. All other precautions must be taken as in the case of Tank Lorry.

- 4.4.2 Insert the sampling tube (with float valve at the bottom) through the manhole and allow oil to enter the tube. Rinse well and drain out. Slowly insert the sampling tube again through the manhole until it touches the bottom and after a while take the tube out. Empty into the bucket. Repeat to collect more sample. Thoroughly mix the contents of the bucket and fill 4 nos of 8 oz. clean sample bottles. Close the bottles with cork and label all relevant details. Samples are sealed, if necessary, and one sample is sent for analysis to laboratory in a locked box.

5.0 REBATE SCHEDULE AND OTHER TERMS

5.1 REBATE SCHEDULE

5.1.3

Acid Value

Single percentage of the value of oil for every percentage in excess of the basic acceptable value upto the maximum limit for the following oils :

- A)** 5.0 Expellar Mustard Oil
- 6.0 Coconut Oil
- 7.0 Refined Palm Kernel Oil
- 8.0 RBD Palmolein
- 9.0 Mowrah Oil
- 10.0 Castor Oil
- 11.0 Karanjia Oil

B)

**SOLVENT EXTRACTED GROUNDNUT OIL
GRADE I & GRADE II**

5.2.1

Acid Value

Rebate of single percentage of the value of oil for every percentage in excess of 1.25% upto 2.5%

Rebate of 1.5 percentage of the value of oil for every percentage in excess of 2.5% upto 5% in addition to rebate applicable upto 2.5%.

TENDER CANCELLATION

The tender may be cancelled due to any unforeseen / unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of BL and BL is not liable to provide any reason to the applicants for the same.

Thanking you,

Yours faithfully,
f/Balmer Lawrie & Co. Ltd

Pratik Burman
Officer [CP]
Ph – 09836809607 / 07595908681

Encl : as above.

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.

M/s C1 India Pvt Ltd.

C104, Sector 2 Noida-201301

Contact person:

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.

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

Annexure - I

Description	Moisture, Volatiles & Insolubles	Colour in Lovibond		Saponification value (mgKOH/gm)	Iodine Value (Wij's methods) (gI ₂ /100 gms)	Unsaponifiable Matter % by Wt.max	Acid Value . (mgKoH/g)		Remarks & other Characteristics
		Units	Expressed as				Basic	Max. Accept. With rebate	
-1 EXPELLAR MUSTARD OIL Non Edible Variety	-2 0.25% max	-3 50 max	-4 Y +5R in ¼ " cell	-5 168 to 177	-6 98 to 112	-7 1.20%	-8 1	-9 1.5	-10 Flash Point = 315 Deg. C (min)