



a Balmer Lawrie Brand

BALMER LAWRIE & CO. LIMITED.

SBU :GREASES & LUBRICANTS

SURVEY NO. 201/1, SAYALI

SILVASSA - 396 230

PHONE NO. 0260 - 3293118 / 3296375

srivastava.sk@balmerlawrie.com

e-Tender Enquiry

Tender Enquiry No : GLS/TE17/064 Dated 29/07/17

Due Date : 10/08/17 till 5.00 PM

Subject:-Online Price Bids are invited for Supply of 26 Ltr HMHDPE [EXRUDED BODY & INJECTION MOULDED ENDS] Pails for filling 26 Ltr Lubricating Oils.

1.0 **Introduction**

Balmer Lawrie & Co. Ltd. [hereinafter referred as BL, a Govt. of India Enterprise under the Ministry of Petroleum and Natural Gas invites online Bids from competent manufacturers having sound technical and infrastructure facilities along with financial capabilities for supply of injection mould grease and oil containers at their G&L Unit and Silvassa, D&NH.

2.0 **Period of Contract**

The period of contract shall be for 12 **months** from the placement of LOI / Purchase order or till the completion of the order quantity whichever is earlier. The contract period can be extended on mutual agreement for further three months or otherwise agreed upon.

3.0 **Tender quantity [for 12 months] :**

26 Ltr HMHDPE [EXRUDED BODY & INJECTION MOULDED ENDS] Pails for Oils : 18000 Nos/ +/- 10% and actual quantity could increase also as per our requirement.

Note:-

- a) Quantity mentioned are tentative.It may vary based on our requirement
- b) Only silk screen print (SSP)
- c) There is two artworks which would be provided to successful bidder.
- d) Rates are to be quoted considering development of one art work.
- e) Technical specifications are mentioned as **As per Annexure-I**

4.0 **Scope of Supply**

- 4.1 Scope of supply includes manufacture of Pail conforming to BL Specifications, Quality Checks, Packing, Forwarding and transportation including unloading of the materials at G&L's plant at Silvassa.

4.2 Rates for supply of HDPE will be quoted by tenderers based on delivered rate including cost of raw material; Conversion & Printing cost, packing /forwarding, Excise Duty, Taxes and other statutory levies, freight/ transportation charges, loading & unloading etc.

4.3 First lot of supplies are to be made within 15 days from the date of placement of LOI/PO.

5.0 Delivery Schedule

All deliveries are to be made within due date as indicated in our call-ups. The due date indicated will be 10 days or more from date of call up. Normally, call ups will be issued to the vendors during first week of every month. Minimum Callup Qty would be 500 Nos.

6.0 Special terms of call-ups / delivery :

- a) The monthly requirements will be intimated from time to time by means of written call ups against Purchase Order quantities.
- b) Our monthly call-up quantities may not be on pro-rata basis of total ordered quantity but will be based on the actual requirement for the month. Occasional additional call up in course of month will need to be accepted by vendors.
- c) Supplies against call-ups should be as per the delivery schedule given in the call ups.
- d) Vendors are required to accept occasional call ups if there any, which are significantly higher than the average monthly off-take of specific pack, sizes to enable BL meet market demand fluctuations.
- e) BL reserves the right to order any quantities at its sole discretion within total quantity offered by bidder.

7.0 Packing of containers :

Containers with matching lids shall be neatly packed in polythene bags with identification tags and quantity details. Packing should ensure protection of dirt & other foreign particles in container.

8.0 Quality Assurance :

The vendor shall be responsible for complete quality assurance of the finished moulded containers with required printed matter thereon. The test report shall be provided for each batch. Any defective supply reaching our works shall be taken back by the vendor within 7 days of our intimation. No credit for material or processing charges shall be payable on such supplies.

9.0 Liquidated damages :

In case of failure to deliver the materials as per our call ups, Grace period of 5 (five) days permissible over & above due date. A deduction will be made from the invoice of the supplier by way of liquidated damage @ 0.5% per week (or part thereof) subject to a maximum of 5% of the contracted value of the delayed materials (on Call up qty).

10.0 Risk purchase :

If any vendor fails to supply the containers/pails as per delivery schedule, BL reserve the right to get the containers from any other alternate sources at the risk and cost of the supplier. The recovery will be made from the pending invoice & security deposit.

Blakely

11.0 Price :

- a) Vendors are required to quote strictly as per the price bid format.
- b) Price bid evaluation will be based on the landed cost per container which includes material cost, conversion cost, freight charges & CST component. In future if Sale Tax status get altered for any vendor during the contractual period, accordingly supplier has to accommodate the conversion charges keeping in the view of Net Landed rate should not get affected. Conversion charges include complete operation expenses including expense towards procurement of plastic raw material other than Ex- RIL plant basic rate. Vendors are required to quote the freight / delivery charges as a separate cost component and NOT to include in the conversion charges.
- c) For evaluation purpose, the cost of the Raw material [R.M.] considered shall be the ex-supplying plant price of Reliance Industries Ltd. [RIL] or Equivalent published on **1st July '2017. [SUPPORTING DOCUMENT HAS TO BE UPLOADED ONLINE]**
- d) All other expenses related to raw material reaching vendors factory and subsequent conversion to containers inclusive of statutory duties, freight etc.
- e) and cost of master batch and operating expenses are to be considered as part of quoted conversion charges by the vendors.
- f) Delivery charges/ freight should include loading charges at your end and unloading charges at BL's plant.
- g) Statutory levies such as excise duties, VAT, CST etc will be payable as applicable at the time of delivery.
- h) Please do not indicate 'Extra', 'Extra at actuals', 'Actuals' etc. Quote exact amount.

12) Price escalation/de-escalation on account of Raw material rate:

- a) Basic price shall remain firm except for variation of the **BASIC PRICE OF POLYMER GRADE OF RIL EX-HAZIRA PLANT/ FOR DAMAN AND / OR SILVASSA (EXCLUDING ALL TAXES)**. All charges towards transportation, sales tax etc. on the polymer should be considered while quoting the conversion cost.
- b) For issuing call-up for first month, Ex- Works Raw Material price (FOR DAMAN OR SILVASSA AND /OR EX RIL as applicable) of 1st day of that month should be considered for determining basic price of container.
- c) For the call ups of subsequent months, call up issued during a month upto the 25th, the weighted average price of R.M from RIL during the preceding month (including rollover of earlier month's price on 1st of the preceding month) will only be considered. For call-ups placed after 25th of a month, the weighted average price of R.M from RIL from 1st to 25th of the month of call-up, (including rollover of preceding month's price on first of current month) will be considered.

Example: If raw material price is revised on 01-09-2017, 19-09-2017, 26-09-2017, 01-10-2017 and 14-10-2017. The revised price for the call up placed on or before 26.09.17 shall be the weighted average of the price published on 01-09-2017, 19-09-2017, 26-09-2017. For call up placed after 25.09.17, the revised price shall be the weighted average of the price published on 01-10-2017 and 14-10-2017.

Whenever price revision takes place, the back log quantity if any due to vendor's failure will be supplied by them at de-escalated rate or rate prior to price revision whichever is lower. The Pails that could not be supplied by vendors as per call up due to constraints at BL's plant will not be treated as backlog quantity.



- d) Variation in no other cost element to vendor will be considered for determining basic price of containers in call-ups for any month.
- e) The raw material cost Escalation/ De-escalation will ONLY be allowed on the minimum weight of the containers [body and lid only] as per BL Specification (refer annexure-II). Vendors are required to consider cost of metal handle, as and where applicable, as a component of the total conversion charges to be quoted by them.

13. Colour Requirement :

- (a) Container Top and Bottom : Pantone 3425 C with Pearlscent finish [GREEN]
- (b) Container Lid : Pantone 186 C [RED]
- © Container Body : White
- (d) Minimum 4 Color in Artwork.
- (e) No. of Artwork is 5 Nos.

Successful bidders need to approve sample container before taking batch production within 7 days after getting PO/LOI.

14.0 Taxes & duties :

All applicable statutory levies, duties and taxes like ED, VAT /CST are to be mentioned clearly in the offer.

15.0 Validity :

The offers shall remain valid for acceptance for a period of 60 days from the due date of the tender.

16.0 Payment terms :

Payment term is 30 days from the receipt / acceptance of materials at our factory.

17.0 Moulds for Container Body & Lid

- a) The vendor shall provide the mould for the container body & Lid.
- b) Successful bidders are required to have moulds for manufacturing containers conforming to our tender specifications & testing standards. Further, any minor changes in the size of the containers, if required, will have to be carried out by successful bidders at their cost.

18.0 Artwork development and printing

- a) Printing on the body of the pail and lids shall be neat, legible and uniform and shall be strictly as per our approved art work. The printing ink should be of good quality so that printing matter remains completely unaffected during the process of filling / packing / subsequent handling.
- b) The artwork shall be provided by BL in the form of CD / Floppy / printouts / Bromides/Email etc. The samples of containers including artwork shall be approved by us.
- c) The number of art works would be 5 Nos.
- d) All costs on account of development of the artwork, sample containers etc. will be borne by the successful tenderers.



19.0 **Lead time :**

For development and submission of sample containers, the normal lead time allowed is one week (max). For commencement of bulk supply after getting of sample artwork/containers, the normal lead time allowed is 5 days (max):

20.0 **Approval of Sample :**

Based on approved master container/ pail art work, successful tenderer should undertake regular manufacturing. In case of delay by successful tenderers, in getting the samples approved, BL reserves the right to reduce order quantity or cancel the entire order quantity already awarded to them

21.0 **Basis of selection and Allocation / splitting of order qty :**

The bidder who quotes the lowest landed cost for the pail/container will be selected for award of the contract. However, Balmer Lawrie reserves the right to split the order between L-1 and L-2/L-3 vendors in ratio of approximately 67% and 33% provided the L-2/L-3 vendor matches the rate of L-1 vendor.

Acceptance of Offer: Balmer Lawrie & Co Ltd reserves the right to reject any / all tenders if a conflict of interest between bidder and the company is detected at any stage.

22.0 **Compliance with Regulations:**

Vendor shall warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, despatched, 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 Vendor 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 shall issue the excise paid invoice so that equivalent amount may be availed as Cenvat credit by BL, if applicable. Concessional form pertaining to Sales Tax shall be issued to the vendor by BL, if applicable

23.0 **Termination of contract :**

In the event of dissatisfactory performance, BL reserves the right to terminate the contract without any notice. In this eventuality, the Security Deposit will be forfeited.

24.0 **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

Balmer Lawrie

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.

25.0 Arbitration/ Jurisdiction:

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 Balmer Lawrie 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 under 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.

26.0 Procedure for Bid Submission

- **Price Bid** has to be uploaded online only.
- **EMD : - Earnest Money Deposit (EMD) and Security Deposit (SD)**
Tender must be accompanied by EMD of Rs 10,000/- [Rupees Ten thousand only] by Bank Draft or Pay Order drawn in favour of Balmer Lawrie & Co. Ltd. Payable at

Handwritten signature/initials

Silvassa. No interest will be payable on EMD. Offers not accompanied with EMD will not be considered. Payment by cheque will not be accepted. The EMD will be returned to unsuccessful bidder within 7 days of placement of order. EMD of the successful bidder shall be converted into Security Deposit.

Small Scale Units registered with National Small Scale Industries Corporation are exempted from payment of EMD. Small scale units registered with National Small Scale Industries Corporation should enclose a copy of their valid registration certificate to make their quotation eligible for consideration.

- **Unprice Bid** : Technical specification of your pails, supporting price list of Raw Material and signed tender document should reach us on or before 08/08/17 in sealed envelop superscribing our above enquiry number & date on address:

To
Manager-Purchase
Balmer Lawrie & Co. Ltd
(Grease Division),
Survey No 201/1, Sayli,
Silvassa – 39623
Mob No. 09898896501

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 website. 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>

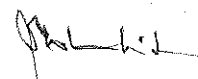
Digital Certificate authentication:

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:

Ritabrata Chakraborty (Kolkata), +91 8697910411
Email: ritabrata.chakraborty@c1india.com



Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / / 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.

Disclaimer Clause:

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

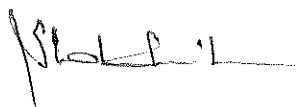
Note:

1. Order quantity may be split or changed as per requirement.

2.Quality Assurance: Any defective supply reaching our works shall be taken back by the vendor within 7 days of informing after the same is intimated. Replacement supply to be made within 7 days.

Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

For Balmer Lawrie & Co. Ltd.,



SHOBHIT KUMAR SRIVASTAVA
Manager-Purchase
09898896501

Note :- Bids of any tenderer may be rejected if a conflict of interest between the bidders and Company is detected at any stage.

Annexure – I

Specification Sheet of 26 Ltr Pail

- Material of Construction/Body of the Pail: HM HDPE GRADE MOBILE HPA 020/RIL 52GB003 OR equivalent.
- **Drum Color Combination:**
 - (a) Container Top and Bottom: Pantone 3425 C with Pearlscent finish [GREEN]
 - (b) Container Body : White
 - (b) Container Lid: Pantone 186 C [RED] with same color Red handle.
 - © Minimum 4 Color and 5 Artworks in SSP Printing.
- **Capacity :-** NOMINAL fill : 26 Ltr and Up to the edge : Min 27.3 Ltr
- Overall Diameter in mm : 279+/- 1 mm
- Overall Drum Height : 493+/- 2 MM
- Minimum Thickness : 1.6 MM
- Drum Weight including CAP,HANDLE,DUST CAPS AND SHRINK SLEEVE] :-930+/- 15 gms [Shrink sleeve is must to protect printed area]
- Printing area : Min 800 x 340 mm
- Stackabilty :Minimum 3 High
- Closure Opening : Intl STD 2 ½ buttress Internal Thread.

Design should be similar to this picture.



Note Vendor has to provide 3 Nos of Cap –Locking Instrument with first supply of pails as per their mold and it would be free of cost.

Annexure – I (cont.)

<u>Testing Standards & Test report format</u>	
Dimension / weight	Dimension & weight of the container shall be as indicated.
Appearance	Silk screen printing shall be free from smudging and be of uniform color. The paint should not peel off and be scratch resistant.
Drop Test	Drop test from a height of 1.2 m
	Oil Container: No cracking of pail, lid or complete opening of the lid shall be noticed. One pail shall be used for one drop test. In case one pail cracks then another set of pails to be tested in the same manner. Partial opening of the lid is not permissible. In case there is a failure in the second set also then the entire lot shall be rejected.
Vibration Test	Two pails shall be filled with oil and press fit without air bump. One pail shall be kept in horizontal position and vertically upright position on vibration table for 1/2 hour at frequency of 240 cpm. No leakage shall be noticed. One pail shall be used for one test only.
Sample	To be furnished by the supplier along with the offer
Test reports	Internal inspection reports and tested containers to be furnished along with each consignment
Hydraulic Test	Hydraulic pressure test at 110 kPa
Air Leak	Air leak test at 35 kPa

[Handwritten signature]

DEVIATION SHEET

Bidders shall submit list of deviations in their offer from terms of the tender in the following format.

Sl. No.	Clause No. of Tender Documents	Tender Requirements	Deviation

[Handwritten signature]