

SBU : Greases & Lubricants
SURVEY NO 201/1 SAYLI
SILVASSA-396230

Tender Enquiry No. : GLS/TE19/012
Dated 21/05/19
Due Date : 24.05.2019, 15.00 hours IST

Sub : Supply of Grease Injection mould plastic containers required at Grease Plant Silvasaa

1.0 Introduction

Balmer Lawrie & Co. Ltd. [hereinafter referred to as BL] invites online Bids from manufacturers having adequate infrastructural facilities along with financial capabilities.

2.0 Contract period

The contract period shall be for 40 days from the placement of LOI / Purchase order on Fixed Price Basis.

3.0 Tender quantity

Our estimated quantities for different pack sizes are given below. The quantities mentioned here are only indicative and would vary based on actual requirement and there could be changes in grade-wise quantities also.

3.1 Pack/Grades :

S.No.	Pack Size	Qty	No. of Artwork
1	1/2 KG	10000	2
2	1 KG	13000	2
3	2 KG	900	2
4	3 KG	5000	2
5	5 KG	500	2
6	7 KG	200	2
7	20 KG	500	3

Note :

Quantities & No of SKUs mentioned against each packs are tentative. It may vary based on our requirement for each grade. Qty Tolerance is 20% Maximum.

4.0 Scope of Work

4.1 Supply of various sizes of injection Pails will include, manufacture and print of Pail conforming to BL Specifications, Quality Checks, Packing, Forwarding and transportation including unloading of the materials at BL's plant.

4.2 The artwork for printing labels shall be provided by BL.

4.3 Rates for supply of Plastic Pail will be quoted by tenderers based on delivered rate including cost of raw material, Conversion Cost & Labeling cost, GST and other statutory levies, freight/ transportation charges, packing /forwarding, loading & unloading etc. it would be fixed during the contract period.

4.4 Existing suppliers of BL, if successful in tender, shall commence supply within 03 days on issuance of LOI by BL as per Call – ups from our plant at Silvassa,

5.0 **Qualification / Eligibility criteria**

The bidders satisfying the following qualification norms shall **only** be considered.

- a) Bidder should be registered vendor of Balmer Lawrie & Co. Ltd.

6.0 **Earnest Money Deposit (EMD)**

Bidders are required to pay an EMD amount of Rs. 3000/- (Rs Three Thousand Only) by way of Demand draft / A/C Payee pay order along with the Un-Price bid. The DD should be drawn in favour of "**Balmer Lawrie & Co. Ltd**" payable in Kolkata. EMD in the form of Bank Guarantee as per the company's specified format may also be submitted in lieu of DD.

EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. EMD of successful tender may be retained as part of security Deposit.

Unprice bid received from tenderers' without EMD will not be considered.

6.1 Provisions for Micro , Small and Medium Enterprises (MSME) :

- (a) Qualification Criterion : MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- (b) Micro & small scale manufacturing units registered with MSME/ NSIC are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.
- (c) Preference for Price Quotation in tenders : Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed 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 up to maximum 25 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority.

7.0 **Security Deposit (SD)**

EMD of successful bidder would be converted as SD and it would be returned after completion of contract.

Public Sector Undertakings and registered MSME/ NSIC/ SSI units are exempted from payment of SD.

8.0 **Delivery Schedule**

The contracts shall be effective for 40 days from the date of LOI/ PO.

9.0 **Special terms of call-ups / delivery**

- a) The successful vendor has to start the supply within 3days from the date of our callup.
- e) BL reserves the right to order any quantities at its sole discretion within total quantity offered by bidder.

10.0 **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.

11.0 **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.

12.0 **Liquidated damages clause**

In case of failure to deliver the materials as per our call ups, a Grace period of 5 (five) days will be permissible over & above due date. Failure to supply within the grace period the vendor has to pay a pre-determined liquidated damage @ 0.5% per week (or part thereof) subject to a maximum of **5%** of the contract value of the delayed supply value (on Call up qty).

13.0 **Risk purchase clause**

If any vendor fails to supply the containers/pails as per delivery schedule, BL reserve the right to get the containers procured from any other alternate sources at the risk of failed vendor and the differential cost will be recovered from their invoices / SD.

14.0 **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 & GST component. Conversion charges include complete operation expenses including expense towards procurement of plastic raw material other than Ex- HPL/ Ex – Depot rate of RIL. 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 depot price of Reliance Industries Ltd. [RIL] / Ex - Haldia Petrochemicals Limited [HPL] or Equivalent prevailing on 1st May 2019. **Vendors are requested to submit Raw Material price accordingly in the given price bid format in E-bid. It is worth mentioned that this is fixed price contract for 40 days so no price variation [Both RM+Conversion] would be accepted in during the contract period of 40 days from the date of PO/LOI. It means Raw Material and Conversion Cost both should be fixed including Freight.**
- d) All other expenses related to raw material reaching vendors factory and subsequent conversion to containers inclusive of statutory duties, freight etc. and cost of master batch and operating expenses are to be considered as part of quoted conversion charges by the vendors.
- e) Delivery charges/ freight should include loading charges at your end and unloading charges at BL's plant.
- f) Statutory levies such as GST or any other duties shall be payable as applicable at the time of delivery.
- g) Please do not indicate 'Extra', 'Extra at actuals', 'Actuals' etc. Quote exact amount.

15.0 **Price escalation/de-escalation on account of Raw material rate**

It is fixed price contract.

16.0 **Colour Requirement**

Bidders must INCLUDE cost of masterbatch in their conversion charges. Colour of container should be maintained as per following detail :

Non Balmerol Grades (Injection Mould) –

Container Body : White

Container Lid : White

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

17.0 **Taxes & duties :**

All applicable statutory levies, duties and taxes like GST to be mentioned clearly in the offer. If there is any changes in tax & duty structure in future, shall be applicable at the time of delivery of material, keeping conversion charges & inward transportation charges un-altered.

18.0 **Validity**

The offers shall remain valid for acceptance for a period of 40 days from the due date of the tender.

19.0 **Payment terms**

All payments will be released within 30 days from the receipt of materials at BL's plant.

20.0 **Moulds for Container Body & Lid**

All packs 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.

21.0 **Artwork development and printing**

- a) For Injection mould containers/ pails, shall be printed in up to the no of artworks mentioned in **FIRST PAGE** provided by us. 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 for each pack size will vary depending upon the size of the container and grades of the greases to be filled in.
- d) All costs on account of development of the artwork, sample containers etc will be borne by the successful tenderers. No additional charges will be paid by BL in this regard.
- e) However, for each size of the container, if the number of art work **exceeds the quantity mentioned in first page**, then the art work charges will be reimbursed by BL. Therefore, the

tenderers are requested to quote their rate per art work separately in the price bid for reimbursement purpose. This rate is firm and fixed during the contract period.

22.0 **Afixing stickers**

As and when required, vendors may be asked to affix stickers provided by the BL for specific pack size. No additional cost would be paid by the BL for this.

23.0 **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.

24.0 **Reverse Auction Procedure**

Not Applicable

25.0 **Basis of selection and Allocation of order qty**

The order would be placed on single vendor on lowest quoted price in total of entire packs. Distribution of Quantity would be as per MSME Clause only.

26.0 **Compliance with Regulations**

Vendor shall 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 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 GST invoice so that applicable amount may be availed as credit by BL, if applicable. Concessional form pertaining to Sales Tax shall be issued to the vendor by BL, if applicable.

27.0 **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.

28.0 **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.

29.0 **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 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 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.

30.0 **Procedure for Bid Submission**

Bidders have the option of quoting for all the containers/pails of different sizes or selected sizes of their choice.

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.govtprocurement.com> by following the procedure given below.

31.0 **Registration with eProcurement platform**

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website

<https://balmerlawrie.govtprocurement.com>

32.0 **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.**

M/s C1 India Pvt Ltd.
C104, Sector 2, Noida – 201 301

Mr. Tirtha Das, e-mail id : tirtha.das@c1india.com , Contact No: +91-9163254290

33.0 **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.

34.0 **Submission of Technical Bid (E Bid/ Hard copies)**

- a) All bidders are required to submit the hard copies of the following in a **sealed envelope**.
- b) Duly filled in Qualification bid (Form of Declaration by the Vendor) in the prescribed format (Annexure I) along with necessary documentary evidences.
- c) Duly stamped and signed tender document. Each and every page of the tender document including Annexure II should be signed by the authorised signatory as a token of acceptance of terms & conditions of the tender.
- d) EMD / Copy of valid MSME/NSIC/SSI certificate as applicable
- e) Bidders should specify minimum weight & overflow volume for each packs & other details as mentioned in enclosed specification sheet.
- f) Deviation sheet if any. In case there is no deviation, please mark 'No Deviation' & submit the same along with Technical bid.

The sealed envelope containing all the above documents superscribing "Unprice bid for Supply of Injection moulded Grease Containers and indicating the tender number, date and due date" shall be submitted off-line at the following address.

SHOBHIT KUMAR SRIVASTAV
MANAGER-PURCHASE
BALMER LAWRIE & CO. LTD
SUVEY NO 201/1 SAYLI, SILVSASSA -396230

All prices are to be submitted on Line Only. SUBMISSION of OFF-LINE PRICE BID / along with Technical Bid will DISQUALIFY the bidder's participation in this tender

35.0 **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.

36.0 **General**

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.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

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

37.0 **Disclaimer Clause**

Neither the Company (BL) 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.

The company reserves the right to accept or reject any or all offers. Bids of any/all may be rejected by the company at any point of time if there any conflict of interest between the bidder/bidders and the company is detected. Incomplete offers are also liable to be rejected summarily.

for **Balmer Lawrie & Co. Ltd**

Manager Purchase

Telephone : 9099084731

e-mail : Srivastava.sk@balmerlawrie.com

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

Technical Specifications of Injection Mould Grease Containers

Size of Container	500 gms	1 kg	2 kg	3 kg	5 kg	7 kg	20 Kg
Material of Moulding							
Overflow volume (Minimum) (in cc)	775	1300	2400	3600	6000	8500	27800
Minimum quantity of contents	0.5 kg	1 kg	2 kg	3 kg	5 kg	7 kg	20 Kg
Body	36	54	112	140	200	310	
Lid	11	19	24	49	80	95	
Handle	NA	NA	4	6	20 (Chrome plated/ powder coated steel)	28 (Chrome plated/ powder coated steel)	(Chrome plated/ powder coated steel)
Total Weight (without metal handle)	47	73	140	195	280	405	1010
Total Weight comprising of	Weight of body & lid	Weight of body & lid	Weight of Body, Lid & handle	Weight of Body, Lid & handle	Weight of Body & Lid without handle	Weight of Body, Lid & without handle	Weight of Body, Lid & without handle
Artwork							
Body							
Lid							
Pail Top OD							
Pail Bottom OD							
Wall Thickness (mm)							
Printing Width							
Printing Height							
Stackability (Storage)							

Testing Standards & Test report format

Dimension / weight	Dimension & weight of the containers will be as per Specification
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	Four pails shall be selected. It shall be divided into two sets each. For Injection moulded pails filled with water shall be dropped from a height of 1.0 m vertically on bottom and from a height of 0.8 m horizontal position. For Blow moulded pails filled with water shall be dropped from a height of 1.2 m
Grease 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 permissible. In case there is a failure in the second set also then the entire lot shall be rejected.	
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 vendor along with the offer, if required
Test reports	Internal inspection reports and tested containers to be furnished along with each consignment