

Balmer Lawrie & Co. Ltd.
SBU : Greases & Lubricants
Survey No 201/1 Sayli
Silvassa-396230
Phone No. 9099084731-Extension 60/12
Email _ sengupta.s@balmerlawrie.com

Limited Tender Enquiry No.: GLS/TE21/037 , Dated 08.09.2021, Due Date: 17.09.2021, 16:00 hours IST

Declaration for GeM

"The tendered item is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM."

Subject:- Supply of Injection Moulded Plastic Containers required for filling Greases at Silvassa.

1.0 Introduction

Balmer Lawrie & Co. Ltd. [hereinafter referred to as BL] invites online Bids (Single Bid System) from registered vendors/manufacturers having adequate infrastructural facilities.

2.0 Contract period

The contract period shall be for 15 months from the placement of LOI / Purchase order or till the completion of the order quantity whichever is earlier. The contract can be extended on mutual agreement for another period of Six (06) months.

3.0 Tender quantity

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

3.1 Grades

S.No.	Pack Size	No. of Artworks	Type of Print	Quantity [+/-5%]
1	500 gms	2 Nos	6/7 Colors in HTL	30000
2	1 Kg	2 Nos	6/7 Colors in HTL	5100
3	2 Kg	2 Nos	6/7 Colors in HTL	6200
4	3 Kg	2 Nos	6/7 Colors in HTL	3000
5	18 Kg	2 Nos	6/7 Colors in HTL	1000

Quantities mentioned against each packs are tentative/interchangable. It may vary based on our requirement for each item. Refer Annexure-I for Technical specifications.

4.0 Scope of Work

4.1 Supply of various sizes of injection moluded pails will include, manufacture of pail with HTL Print, conforming to our Specifications, Quality Checks, Packing, Forwarding and transportation including unloading of the materials at BL's Silvassa plants.

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

4.3 Delivered rates for supply of Plastic Pails at BL plant shall be quoted by tenderers & shall cover cost of raw material, conversion cost, Labeling cost, development cost, GST and other statutory levies, delivery charges, packing /forwarding, loading & unloading etc.

5.0 Successful Bidder in tender, shall commence supply within 21 days on issuance of LOI by BL or as per Call – ups from our plant at Silvassa.

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 withdraws or modifies 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 15 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 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.

Non-Local supplier' means a supplier OR service provider, whose goods, services or f works offered for procurement, has local content less than or equal to 20%, as defined under this Order. In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate 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.

This tender is for Class-I, Local Supplier only so vendor has to give the declaration of the same.

8.0 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

9.0 Security Deposit and Performance Bank Guarantee [PBG]

The successful bidders are required to submit Security Deposit of 25,000 (Rupees Twenty-Five thousand only), to be deposited in the form of DD/pay order/NEFT bank Guarantee within 15 days from the date of receipt of LOI/PO.

In case of failure to furnish Security Deposit within the stipulated time, BL shall be entitled to terminate the order and **the bidder may be liable to be suspended for a period of 18 months** without further reference to the bidder. No interest shall be payable on security deposit and the same will be refunded to the successful tenderer on the completion of contract to the company's satisfaction. Format of to submit the same in Bank Gurantee is enclosed.

10.0 Delivery Schedule

The contracts shall be effective for 15 months from the date of LOI/ PO and supply would be made on callup basis only.

11.0 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.

12.0 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.

13.0 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.

14.0 **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 Qty (on Call up qty).

15.0 **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.

16.0 **Price**

- a) E-bids are to be submitted as per the **price bid format in E-proc site (<https://balmerlawrie.eproc.in>)**. Order would be placed on successful bidder whose landed cost for all pack sizes stands lowest in total.
- b) Bidders need to quote cost per container as per E-bid, where major cost components are as follows:
- Cost of Raw Material (plastic granuals as per Ex-RIL depot/ Ex-HPL) : _____ (Rs/pack)
 - Conversion Charges : _____ (Rs/pack)
 - Delivery charges (for movement of finished packs from tenderers plant to BL plant) : _____ (Rs/pack).

Note :

- (i) Cost of Raw Material - Raw material price is ex-supplying depot price of Reliance Industries Ltd. [RIL] / Ex - Haldia Petrochemicals Limited [HPL] or Equivalent prevailing on 1st December' 2018.
- (ii) Conversion Charges – All expenses of bidder including cost of positioning procured raw materials & profit.
- (iii) Delivery Charges – Outward transportation charges (from tenderers plant to BL's plants) including loading & unloading charges.
- c) Statutory levies such as GST or any other duties shall be payable as applicable at the time of delivery.

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

- a) For call-up of first month, Ex- Works Raw Material price for HPL OR Ex Depot price for RIL as applicable on 1st day of that month will be considered for determining basic price of containers.
- b) For the call ups of subsequent months, the weighted average price of R.M from HPL / RIL from of the month of call-up shall be considered. If there is no price change on 1st day of previous month, roll-over of preceding month's price will be considered.
- c) Variation in no other cost element to vendor will be considered for determining basic price of containers in call-ups for any month.
- d) The raw material cost Escalation/ De-escalation will ONLY be allowed on the minimum weight of the containers [Plastic part 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.

18.0 **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 & transportation charges un-altered.

19.0 **Validity**

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

20.0 **Payment terms**

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

21.0 Moulds for Container Body & Lid

1. For all other packs successful bidders are required to have moulds for manufacturing containers conforming to our tender specifications & testing standards. Further, any minor changes in the moulds, if required, will have to be carried out by successful bidders at their cost.

22.0 **Artwork development and printing**

- a) For Injection mould containers, artworks shall be printed [HTL] in up to the no of artworks mentioned 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 / Emailed soft file etc. The samples of containers including artwork shall be approved by us.
- c) 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. For HTL lebls, the cost of cylinder development if any to be amotized in conversion cost quoted by the bidders. No separate cylinder development cost shall be payable by BL.

24.0 **Afixing stickers & Shrink Rapping**

As and when required, vendors may be asked to affix discount stickers provided by BL for specific pack size.

No additional cost would be paid by the BL for this.

25.0 **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.

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 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.

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, pandemic 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. 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. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

31.0 Tender Cancellation Clause :

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 / unavoidable 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.

32.0 Factory Rule:

Personal of vendors/bidders visiting Balmer Lawrie plants for this Tender / Order execution has to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

33.0 Responsibility of the vendor:

The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery.

34.0 GST Law:

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.

35.0 Tender Submission (in hard copies)

"Technical/ Un-priced Bid" in a sealed envelope super scribing the tender enquiry should reach our office latest by due date at the address given below. Technical/ Unpriced Bid to be submitted complete in all respect in a sealed cover (Un-priced Bid) super scribed with Tender Number, Subject and due date. Price Bid has to be uploaded online only.

36.0 Rejection of Bid: -

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

37.0 Delays:

Delay in Bidding/ Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes ,lockdown due to any pandemic etc and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend dispatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

38.0 Sub-Contracts

The successful bidder shall not assign the Contract in whole or part to any sub contract

39.0 Compliance with Regulations

Successful bidder warrants that all goods/materials/service covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Buyer will not be responsible for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods/service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify buyer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

40.0 Termination

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

The bidder fails to comply with any material/service term of the Contract.

The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.

The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.

The bidder becomes bankrupt or goes into liquidation.

The bidder makes a general assignment for the benefit of creditors.

A receiver is appointed for any substantial property owned by the bidder.

The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery/service or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited.

For clarifications required, if any, please contact the undersigned during office hrs.

41.0 Procedure for Bid Submission

Bidders have the option of quoting for all / any 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.

42.0 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.eproc.in>

43.0 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

44.0 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.

45.0 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 along with duly filled of SI no 16.(ii) – submission of bids against each items . 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) Bid Declaration Certificate.
- e) Bidders should specify minimum weight & overflow volume for each packs (for which they are participating) & other details as mentioned in Annexure III.
- f) Deviation sheet if any. In case there is no deviation, please mark 'No Deviation' & submit the same along with Technical bid.
- g) National Security Declaration.
- h) Class 1 Local Content Declaration Certificate.
- i) MSE Declaration Document.

The sealed envelope containing all the above documents (WITHOUT ANY PRICE) superscribing “ Technical bid for Supply of Injection moulded Grease & Oil Containers and indicating the tender number, date and due date” shall be submitted off-line at the following address.

Sr. Manager (SCM)
Balmer Lawrie & Co. Ltd.
Survey No. 201/1.Sayli
Silvassa-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

46.0 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.

47.0 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.

48.0 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.

49.0 National Security Clause:- This clause would be followed as per details given below.

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)d 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. 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

Certificate

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.

50.0 Miscellaneous Clauses

Offers received from related companies (definition of related companies as per Company Act of 1946 in India shall apply) shall be considered as one offer.

Offer(s) received after due date and time will not be considered for evaluation and the sealed envelope(s) will not be opened. BL will not take any responsibility for not reaching the offer within the due date and time.

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

for **Balmer Lawrie & Co. Ltd**

Sr. Manager (SCM)

Telephone 9099084731 Extension 60
e-mail : Sengupta.s@balmerlawrie.com

Enclosed Format for Security Deposit

(To be provided by successful bidder only)

Proforma of the Bank Guarantee (Security Deposit)

Balmer Lawrie & Co. Ltd.
Survey No. 201/1, Sayli
Silvassa-396230

Dear Sir,

That Messrs. /Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. ----- dated -----(hereinafter referred as "the said Tender") for providing "facility management service" at Silvassa and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. _____ (Rupees _____ only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. _____ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We _____ (set out full name of the Bank) having our office, inter alia at _____ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. _____.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, _____ (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. _____.00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the

Contractors), but shall in all respects, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee and all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

Technical Specification of Plastic Containers

Annexure-I

Sr. No	Parameter	Unit	Standard	Tolerance
1	Capacity	Kg	0.5	----
2	OFC	Kg	0.775	----
3	Max.pail height with lid	mm	108	± 2
4	Pail Top OD	mm	108	± 2
5	Pail Bottom OD	mm	92	± 2
6	Wall thickness	mm	0.85	± 0.3
7	Weight			
a.	Pail Weight	gm	Min 36	----
b.	Lid Weight	gm	Min 11	----
c.	Handle Weight	gm	NA	----
d.	Total weight of Pail	gm	Min 47	----
8	Printable Area	mm	67 X 294	+/-5%
9	No of Grades	Approximately 2 grades of different artwork / design per size to be printed as per our requirement. Each artwork can undergo maximum upto 3 changes.		

Sr. No	Parameter	Unit	Standard	Tolerance
1	Capacity	Kg	1	----
2	OFC	Kg	1.3	----
3	Max.pail height with lid	mm	142	± 2
4	Pail Top OD	mm	123	± 2
5	Pail Bottom OD	mm	104	± 2
6	Wall thickness	mm	1	± 0.3
7	Weight			
a.	Pail Weight	gm	Min 56	----
b.	Lid Weight	gm	Min 19	----
c.	Handle Weight	gm	NA	----
d.	Total weight of Pail	gm	Min 75	----
8	Printable Area	mm	95 X 330	+/-5%
9	No of Grades	Approximately 2 grades of different artwork / design per size to be printed as per our requirement. Each artwork can undergo maximum upto 3 changes.		

Sr. No	Parameter	Unit	Standard	Tolerance
1	Capacity	Kg	2	----
2	OFC	Kg	2.4	----
3	Max.pail height with lid	mm	158	± 2
4	Pail Top OD	mm	158	± 2
5	Pail Bottom OD	mm	134	± 2
6	Wall thickness	mm	1	± 0.3
7	Weight			
a.	Pail Weight	gm	Min 112	----
b.	Lid Weight	gm	Min 24	----
c.	Handle Weight	gm	Min 4	----
d.	Total weight of Pail	gm	Min 140	----
8	Printable Area	mm	100 X 420	+/-5%
9	No of Grades	Approximately 2 grades of different artwork / design per size to be printed as per our requirement. Each artwork can undergo maximum upto 3 changes.		

Sr. No	Parameter	Unit	Standard	Tolerance
1	Capacity	Kg	3	----
2	OFC	Kg	3.8	----
3	Max.pail height with lid	mm	185	± 5
4	Pail Top OD	mm	189	± 5
5	Pail Bottom OD	mm	156	± 5
6	Wall thickness	mm	1	± 0.3
7	Weight			
a.	Pail Weight	gm	Min 140	----
b.	Lid Weight	gm	Min 50	----
c.	Handle Weight	gm	Min 7	----
d.	Total weight of Pail	gm	Min 197	----
8	Printable Area	mm	105 X 515	+/-5%
9	No of Grades	Approximately 2 grades of different artwork / design per size to be printed as per our requirement. Each artwork can undergo maximum upto 3 changes.		

Sr. No	Parameter	Unit	Standard	Tolerance
1	Capacity	Kg	18	----
2	OFC	Kg	22.5 to 23	----
3	Max.pail height with lid	mm	380	± 5
4	Pail Top OD	mm	300	± 5
5	Pail Bottom OD	mm	255	± 5
6	Wall thickness	mm	1.5	± 0.3
7	Weight			
a.	Pail Weight	gm	Min 730	----
b.	Lid Weight	gm	Min 200	----
c.	Handle Weight	gm	Min 55	----
d.	Total weight of Pail	gm	Min 985	----

8	Printable Area	mm	810 X 260	+/-5%
9	No of Grades	Approximately 2 grades of different artwork / design per size to be printed as per our requirement. Each artwork can undergo maximum upto 3 changes.		

ii NON DIMENTIONAL PARAMETERS

Sr No	Parameter	Standard
1	Material of Construction	
a.	Pail & Lid Material	Only Virgin Poly propylene Co polymer - Impact Grade (PPCP) of RIL grade B030 MG or equivalent as approved by us.
b.	Handle	Up to 3 kg, plastics handle & above 3 kg, chrome plated Steel with plastic grip as approved by us.
2	Design	The bucket should have outer lock lid system or other as approved by us.
3	Master Batch	Master batch of "Clariant/Welset/Alok Master batch" or equivalent should be used us.
4	Lid	Lid should be without spouts and circumferential seal to be made for the entire lid.
5	Printing on Pail	HTL technology to be carried for printing on pails. HTL has to be done at Vendor's premises. The artwork will be provided by us. Vendor has to take sample approval before commercial supply. HTL labels have to be procured by vendor.

PACKAGING MATERIAL SPECIFICATIONS

III TESTING

Sr No	Parameters	Standards
1	Drop Test	Fill the container with water to its maximum gross mass and properly seal the lid. Filled container is subjected to drop test from a height of 1.0 meters for pails upto 18 kg & 0.8 meter for pails of 20 kg for at ambient temperature on the following a) vertical drop on the bottom b) horizontal drop on the side. An untested container shall be used for each drop. No cracking of the pail & lid or no opening of the lid shall be noticed.
2	Stackability (Static load)	Containers filled to their maximum gross mass shall be stacked to a height of 2 m for 2 days (48 hrs) at ambient temperature. The container at the bottom of the stack shall not have leaked nor deformed to such an extent that it would cause instability in the stacks.
3	Closure Leakage test	Container filled with water to its nominal capacity and sealed is allowed to stand on its closure at the lowest point for 1 hour. No leakage shall be observed
4	Vibration Test	Fill two pails with greases & press fit the lid without air bump. Keep one pail each in horizontal position and vertically upright position on vibration table for ½ hour at frequency of 240 CPM. No leakage shall be noticed. One pail shall be used for one test position only.
5	QC Tests	The following test shall be carried out at our receiving locations for every supply/ lot; a. Visual artwork checks b. Dimensions & Weight c. Lid fitment d. Drop Test
6	Self Certificate	Supplier has to give the self certification for the following test along with each lot. a. Visual Check b. Dimensions & Weight c. Lid fitment & Closure Leakage test d. Drop Test Random samples shall be sent to the approved laboratory for complete checking once in a quarter. If found not meeting the specifications, We have right to take suitable penal action as deemed fit including cancellation of the entire PO.
7	Note	The above are our standard specifications. Vendors to specify in case there is a change in specification and advice revised details. Corporation reserves the right to accept or reject the tender with the revised specifications.