

SBU : Greases & Lubricants
P-43, HIDE ROAD EXTENSION
KOLKATA – 700 088

Tender Enquiry No. : GLK/TE17/279, dated January' 9th, 2018

Due Date : January 19th 2018, 15.00 hours IST

Sub Supply of 20 Ltrs plastic Oil Injection mould Containers

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 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 or otherwise agreed upon.

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 at different locations and there could be changes in grade-wise quantities also.

Oil Packs (All Injection Mould)

| Sl. No. | Container Size | KOLKATA | | | CHENNAI | | |
|---------|----------------|----------------------|---------------|-----------|----------------------|---------------|-----------|
| | | Qty in Nos (+/- 10%) | Type of Print | No of SKU | Qty in Nos (+/- 10%) | Type of Print | No of SKU |
| 1 | 20 Ltrs | 10,000 | SSP | 1 | 7,000 | SSP | 1 |

Note :

- Quantities & No of SKUs mentioned against each packs are tentative. It may vary based on our requirement for each grade.
- Bidders may participate in one or more pack sizes for one or all the location.

4.0 Scope of Work

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

4.2 Rates for supply of PPCP Pail will be quoted by tenderers based on delivered rate including cost of raw material, Conversion Cost & Labeling cost, Excise Duty, Taxes and other statutory levies, Octroi if any, freight/ transportation charges, packing /forwarding, loading & unloading etc.

4.3 Existing suppliers of BL, if successful in tender, shall commence supply immediately on issuance of LOI by BL as per Call – ups from locations. Successful tenderers who have not supplied similar material to BL earlier shall commence supply within 15 days from the date of issuance of LOI by BL as per Call – ups from locations.

5.0 **Earnest Money Deposit (EMD)**

Bidders are required to pay an EMD amount of Rs. 10,000 (Rupees Ten thousand only) by way of Demand draft / A/C Payee pay order along with the Technical 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.

Public Sector Undertakings and Small & Medium Scale manufacturing units registered under MSME/ NSIC/ SSI are exempted from payment of EMD. However, they should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

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

7.0 **Security Deposit (SD)**

The successful bidders are required to submit SD for an amount equivalent to 2.5% of order value (basic), subject to minimum of Rs. 15,000 (Rupees Fifteen thousand only), to be deposited in the form of DD/pay order/ bank Guarantee within 15 days from the date of receipt of LOI/PO.

In case of failure to furnish SD within the stipulated time, BL shall be entitled to terminate the order and forfeit the EMD 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.

8.0 **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/ last week of preceding of every month.

9.0 **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.

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 January 2018.
- 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 taxes if applicable in future will 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**

- a) Basic price shall remain firm except for variation of **the BASIC PRICE OF POLYMER GRADE OF RIL EX-DEPOT OR HPL EX HALDIA PLANT (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 HPL OR EX Depot price for RIL as applicable of 1st day of that month for determining basic price of containers.
- 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 HPL / 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 HPL / 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 01-09-2015, 19-09-2015, 26-09-2015, 01-10-2015 and 14-10-2015. The revised price for the call up placed on or before 26.09.14 shall be the weighted average of the price published on 01-09-2015, 19-09-2015, 26-09-2015. For call up placed after 26.09.14, the revised price shall be the weighted average of the price published on 01-10-2015 and 14-10-2015.

Note : 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 [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 by them.

16.0 **Colour Requirement**

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

- i. Container Body : Pantone 3425 C with Pearlscent finish OR Equivalent suitable Colour
- ii. Container Lid : Pantone 186 C

- a) 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, ie. GST to be mentioned clearly in the offer.

18.0 **Validity**

The offers shall remain valid for acceptance for a period of 60 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**

- 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.

21.0 **Artwork development and printing**

- a) The containers/ pails shall be printed in up to the no of artworks mentioned by us. Printing on the body of the pail with 5 colour artworks & shall be neat, legible and uniform and shall be strictly as per our approved art work. Lids to be printed with single colour. 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 & oils 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**, 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 **Lead Time**

Existing suppliers of BL, if successful in tender, shall commence supply immediately on issuance of LOI by BL as per Call – ups from locations. Successful tenderers who have not supplied similar material to BL earlier shall commence supply within 10 days from the date of issuance of LOI by BL as per Call – ups from locations.

23.0 **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.

24.0 **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.

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

The basis of selection of vendors and allocation of order quantity for each pack size shall be as under.

- a) The price offers of only the technically successful bidders will be considered for further evaluation for placement of order.
- b) The on-line closed bids shall be used for grading the bidders. The lowest quoted bidder (location wise) in the on-line closed bids for Size & Print option wise shall be designated as "L1" and the next lowest quoted bidder as "L2" and so on in the grading system.
- c) Pack wise & location wise L 1 bidder shall be selected for placement of order for 100% quantity.
- d) The bidders have no right to claim / disclaim or dispute anything during / in this process. Evaluation will be done either on SSP or IML option [pack wise/ SKU wise/ Location wise] as decided by BL. The bidders have no right to claim on this.

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, 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

Contact person : Mr. Tuhin Ghosh Chakraborty [Kolkata] : +91 8981165071
Email : ritabrata.chakraborty@c1india.com

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 Hard copies :

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

Arnab Ghatak
Senior Manager (Materials)

Balmer Lawrie & Co. Ltd.
P-43, Hide Road Extension, Kolkata - 700 088.

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**

(Arnab Ghatak)
Sr. Manager (Materials)

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Annexure I

| | |
|---|------------------------|
| Capacity of Containers | 20 Litres |
| Material of Moulding | |
| Overflow volume (Minimum) (in cc) | 22500 |
| Minimum quantity of contents | 20 Ltrs |
| Weight of the Pail (Minimum) (in grams) | |
| | |
| Body | 710 |
| Lid | 195 Anti Gurgling Type |
| Handle (Chrome plated Steel) | 55 |
| Total Weight | 905 |
| | |
| Artwork (5 Colours) | Min 1 No |
| Body | |
| Lid | |
| To be furnished by the Bidders | |
| Pail Top OD | |
| Pail Bottom OD | |
| Wall Thickness (mm) | |
| Printable Area | |
| Printing Width | |
| Printing Height | |
| Stackability (Storage) | |

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 |
|--------|--------------------------------|---------------------|-----------|
| | | | |