

Balmer Lawrie & Co Ltd,

(A Govt of India Enterprise)
SBU : Grease and Lubricants
Survey No. 201/1 Sayli ,Silvassa
Pin Code: 396230

Tender Enquiry No GLS/TE17/156

Due Date: 26/02/18 till 4.00 PM

Dated: 14/02/18

Sub : Online "e" bidding for Supply of small plastic containers in golden color as per specification

1. Introduction

Balmer Lawrie & Co. Ltd. [hereinafter referred as BL] is a multiple product, multiple-unit and multiple- technology conglomerate and manufacture of greases and lubricants forms one of the core businesses of the company. For the requirement of injection moulded & blow moulded small containers/ pails requirements on all India basis, BL invites online Bids from competent vendors having sound technical infrastructure facilities along with financial capabilities.

2. Contract period

The contract period shall be for 12 months from the placement of LOI / Purchase order or till the completion of the order quantity whichever is earlier.

3. Tender quantity

Our estimated quantities for different pack sizes are shown 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 estimates also.

Container size	Type of Pails/Printing Option	Silvassa
		Qty – in Nos
1/2 Kg	Injection Moulded /SSP	40,000
1 Kg	Injection Moulded/ SSP	55,000
3 Kg	Injection Moulded /SSP	23,000
20 Kg	Injection Moulded / SSP	2400

4. Scope of Work

1. Scope of supply various sizes of injection will include, manufacture of Pail conforming to BL Specifications, Quality Checks, Packing, Forwarding and transportation including unloading of the materials at BL's plant.
2. The artwork for printing labels shall be provided by BL.
3. Rates for supply of PPCP Pail will be quoted by tenderers based on delivered rate including cost of raw material, Conversion Cost, Printing, Taxes and other statutory levies, Octroi if any, freight/ transportation charges, packing /forwarding, loading & unloading etc.
4. 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 time from the date of issuance of LOI by BL as per Call – ups from locations.

e) The tenderer should provide the concurrent commitment and give an undertaking that the installed capacity is capable of supplying to BL considering the concurrent commitments.

5. Earnest Money Deposit(EMD):

Tenderers are required to pay an EMD amount of Rs 5000/- for Injection moulded containers by way of Demand draft / A/C Payee pay order. The DD should be drawn in favour of "**Balmer Lawrie & Co. Ltd**" payable at **Silvassa**. 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.

(Handwritten signature and stamp)
BALMER LAWRIE & CO. LTD.
SAYLI, SILVASSA
201/1

Public Sector Undertakings and registered small scale industries are exempted from payment of earnest money deposit. However, registered Small scale units should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

6. Security Deposit (SD):

Security Deposit amount equivalent to 2.5% of order value (basic), subject to minimum of Rs. 20000/- (Rupees Twenty five thousand only), to be deposited by the successful tenderer (DD/pay order/ bank Guarantee) on receipt of LOI/PO for satisfactory completion of contract. The SD shall be furnished within 15 days from date of LOI / purchase order. 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 tenderer. 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.

Public Sector Undertakings and registered small scale industries are exempted from payment of SD.

7. Delivery Schedule:

All deliveries are to be made within due date as indicated in our call-ups. The due date indicated will be 7 days or more from date of call up. Normally, call ups will be issued to the vendors during first week of every month. **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 demand 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.

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

9. 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.

10. Liquidated damages clause:

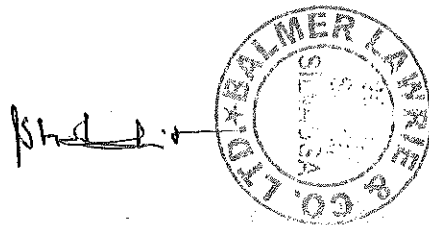
In case of failure to deliver the materials as per our call ups, the vendor has to pay by way of liquidated damage @ 0.5% per week (or part thereof) subject to a maximum of 5% of the contracted value of the delayed materials.

11. 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 him.

12. Price:

- a) Vendors are required to quote strictly as per the price bid format.
- b) Price bid evaluation will be based on the landed cost per container which includes material cost, conversion cost , freight charges & CST component. In future if Sale Tax status get altered for any vendor during the contractual period , accordingly supplier has to accommodate the conversion charges keeping in the view of Net Landed rate should not get affected . Conversion charges include complete operation expenses including expense towards procurement of plastic raw material other than Ex- HPL/RIL plant basic rate. Vendors are required to quote the freight / delivery charges as a separate cost component and NOT to include in the conversion charges.
- c) For evaluation purpose, the cost of the Raw material [R.M.] considered shall be the ex-supplying plant price of Reliance Industries Ltd. [RIL] / Haldia Petrochemicals Limited [HPL] or Equivalent prevailing on 1.2.18



- 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) Bidders may quote conversion charge for silk screen printed containers or conversion charges for heat transfer label printed containers or for both. However, Bidders are requested to quote both the conversion charge i.e., conversion charges for silk screen printed containers and conversion charges for heat transfer label printed containers.
- f) BL at its own discretion may place order either for silk screen printed or for heat transfer label printed containers or for both. The bidders have no right to claim / disclaim or dispute anything during / in this process.
- g) For **Injection moulded containers**, as and when required, vendors may be asked to affix stickers provided by the BL. Bidder shall include the Cost of affixing stickers in their conversion charges.
- h) Delivery charges/ freight should include loading charges at your end and unloading charges at BL's plant.
- i) Statutory levies such as GST will be payable as applicable at the time of delivery.
- j) Please do not indicate 'Extra', 'Extra at actuals', 'Actuals' etc. Quote exact amount.

13. Price escalation/de-escalation on account of Raw material rate:

- a) Basic price shall remain firm except for variation of the **BASIC PRICE OF POLYMER GRADE OF RIL EX-HAZIRA PLANT/ 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 (Ex-Haldia/RIL) of 1st day of that month should be considered for determining basic price of container.
- c) For the call ups of subsequent months ,call up issued during a month upto the 25th, the weighted average price of R.M from 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 01-04-2018, 19-04-2018, 26-04-2018, 01-5-2018 and 14-5-2018, The revised price for the call up placed on or before 25.5.18 shall be the weighted average of the price published on 01-04-2018, 19-04-2018, 26-04-2018. For call up placed after 25.5.14, the revised price shall be the weighted average of the price published on 01-5-2018 and 14-5-2018.

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 [body and lid only] as per BL Specification (refer annexure-II). Vendors are required to consider cost of metal handle, as and where applicable, as a component of the total conversion charges to be quoted by them.

14. Masterbatch:

Bidders must INCLUDE cost of masterbatch in their conversion charges. Please find below the detail of master batch used:

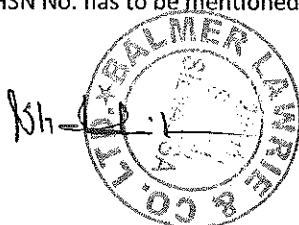
- a) For Injection moulded Grease containers including lid would be golden color
- b)

Masterbatch Colour	Product Code
Golden Color	120265 –KA Or Equivalent

Vendor's can see our existing pails as a sample for better understating of our requirement.

15. Taxes & duties:

GST % along with HSN No. has to be mentioned Clearly in the offer



16. Validity:

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

17. Payment terms: -

Our normal payment term is 30 days from the receipt / acceptance of materials at our factory.

18. 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.

19. Artwork development and printing

a) The containers/ pails shall be printed in up to **6 colours per artwork** 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 / 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 from 2 to 6 depending upon the size of the container and grades of the grease to be filled in.

All costs on account of development of the artwork, sample containers etc will be borne by the successful tenderers.

However, for each size of the container, if the number of art work exceeds six, 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.

20. **Lead time:** For development and submission of sample containers for each artwork, the normal lead time allowed is one week (max). For commencement of bulk supply after getting of sample artwork/containers, the normal lead time allowed is 4 days (max).

21. **Affixing 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.

22. 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

23. Basis of selection and Allocation / splitting of order qty :

The basis of selection of vendors and splitting the orders for each pack size shall be as under.

a) The on-line closed bids of SSP printing containers shall be used for grading the bidders .The lowest quoted bidder in the on-line closed bids shall be designated as "L1" and the next lowest quoted bidder as "L2" and so on in the grading system.

b) BL at its own discretion may give an opportunity for the L2 bidder to match the net landed cost of L1 bidder and if it is agreed, then the order will be placed on both the bidders in the ratio of 70:30 between L1 and L2.

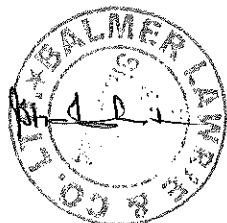
If L2 bidder does not match with L1 offer, then the L3 bidder will be given the opportunity to match with L1 price and so on.

In case none of the bidders are willing to match the L1 price, BL at its sole discretion shall decide to

a) Either place 100% order on L1 bidder

b) Or place order less than 30% of the tender quantity on L2 bidder and balance order on L1 bidder.

The bidders have no right to claim / disclaim or dispute anything during / in this process.



24. Compliance with Regulations:

Vendor shall warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, despatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

All laws and regulations required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.

The vendor shall issue the GST invoice so that equivalent amount may be availed as credit by BL.

Termination of contract:

In the event of dissatisfactory performance, Balmer Lawrie & Co. Ltd. reserves the right to terminate the contract without any notice. In this eventuality, the Security Deposit will be forfeited.

25. 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.

26. Arbitration/ Jurisdiction:

Disputes or differences arising out of or in relation to agreement/ contract shall be referred to the Functional Director of BL who may either act himself 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 Balmer Lawrie as the sole arbitrator on the ground that the said officer is an officer of Balmer Lawrie or that he/she in the course of duties as an officer of BL he/she has/had expressed views on all or any of the matters in dispute or difference.

The award of the arbitrator shall be final, conclusive and binding on all the Parties to the agreement subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules made under for the time being in force.

The award shall be made in writing and published by the Arbitrator within six months of entering upon the reference or within such further time mutually extended by the parties. The arbitrator shall have power to order and direct the parties to abide by, observe and perform all such directions as the arbitrator may think fit and proper to issue having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principles of Natural Justice.

The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and differences and in particular shall make separate awards in respect of each claim or cross claims of the parties.

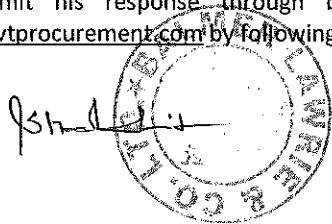
The arbitrator shall be entitled to direct any of the parties to pay the costs of arbitration in such manner and to such extent as a arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration whenever called upon to do so shall be bound to comply with such direction without any demur.

Notwithstanding anything contained in any other law, the Parties hereby agree that the courts in the city of Kolkata alone shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the courts in the city of Kolkata only.

27. 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 eProcurement platform at <https://balmerlawrie.govtprocurement.com> by following the procedure given below.

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text 'BALMER LAWRIE & CO. LTD.' around the perimeter and 'KOLKATA' in the center.

28. 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>

29. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk **of C1 India Pvt Ltd.**

M/s C1 India Pvt Ltd.
C104, Sector 2 Noida-201301

Contact person:

Ritabrata Chakraborty[Kolkata], +91 8697910411
Email:ritabrata.chakraborty@c1india.com

30. 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.

31. Submission of offer (Hard copies):

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 including Annexure1& 2 should be signed by the authorised signatory as a token of acceptance of terms & conditions of the tender.
- c) EMD amount
- d) NSIC / SSI certificates if applicable

The sealed envelope containing all the above documents super scribing "un-priced-pre-qualification bid for **Supply of Injection moulded / Blow Moulded Containers Ref: Tender Enquiry No. GLS/TE17/156 Dated 14/02/18**" shall be submitted off-line at the following address.

Manager (Purchase)
Balmer Lawrie & Co. Ltd.
Survey No. 201/1
Sayli-Silvassa -396230

SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDER'S PARTICIPATION IN THIS TENDER.

32. 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.

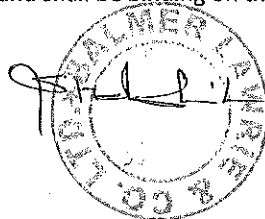
33. General

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.

34. Disclaimer Clause:



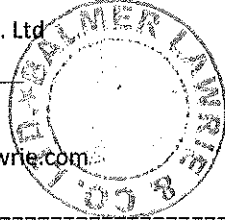
Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. The company reserves the right to accept or reject any or all offers. Bids of 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)

Srivstava.sk@balmerlawrie.com

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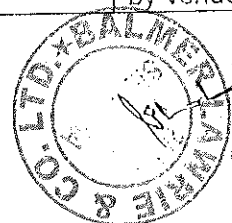


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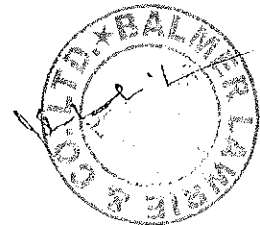
Technical Specifications

Specifications of Grease Pails IN Golden Color				Annexure-I
	1/2 Kg	1 Kg	3 Kg	20 Kg
Material of Molding	HPL Grade M-312 /	HPL Grade M-312 /	HPL Grade M-312 /	HPL Grade M-312 /
Overflow volume (Minimum)	Equivalent grade	Equivalent grade	Equivalent grade	Equivalent grade
Minimum quantity of contents	775 cc	1300 cc	3600 cc	24000 cc
Body (Minimum)	1/2 Kg	1 Kg	3 Kg	20 Kg
Lid (Minimum)	36 gms	54 gms	150 Kg	890 gms
Handle (Minimum)	16 gms	19 gm	48 gm,	240 gms
Total Weight (Minimum)	NA	NA	6 gm	60 gm [Chrome Plated Steel]
Pail Top OD	Min 52 Gms [Body+Lid]	Min 73 Gms [Body+Lid]	Min 204 gms [Body+Lid+Handle]	Min 1130 gm (Weight of Body, Lid & without handle)
Pail Bottom OD	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor
Wall Thickness (mm)	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor
Printing Width	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor
Printing Height	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor
Artwork	1 No	1 No	1 No	1 No
Body	4 Color design on Golden Color Body	4 Color design on Golden Color Body	4 Color design on Golden Color Body	4 Color design on Golden Color Body
Lid	Golden Color	Golden Color	Golden Color	Golden Color
Stack ability (Storage)	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor	To be furnished by vendor

Annexure -II



Testing Standards & Test report format	
Dimension / weight	Dimension & weight of the container shall be as indicated
Appearance	Silk screen printing shall be free from smudging and be of uniform color. The paint should not peel off and be scratch resistant.
Drop Test	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.	
Vibration Test	Two pails shall be filled with oil and press fit without air bump. One pail shall be kept in horizontal position and vertically upright position on vibration table for 1/2 hour at frequency of 240 cpm. No leakage shall be noticed. One pail shall be used for one test only.
Sample	To be furnished by the supplier along with the offer
Test reports	Internal inspection reports and tested containers to be furnished along with each consignment



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

