

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

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

Tender Enquiry No. : GLK/TE20/043, Dated 15.07.2020

Due Date : 20.07.2020 at 15:00 Hours

Sub: Supply of Non-Tearable, Weatherproof Labels at Kolkata & Chennai Plant

1.0 Introduction

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

2.0 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.

3.0 Tender quantity

Our estimated quantity and size of labels are given below. The quantities mentioned here are only indicative and would vary based on actual requirement and there could be changes in quantities also.

Labels:

Sl.No.	Usage on	Description	Sizes	Qty (+/- 10%) in Nos		No of Artwork
				KOLKATA	CHENNAI	
1	Grease Barrels	Self-Adhesive Pre-printed labels	170 mm x 180 mm	NIL	40000	1
2	Oil Barrels	Self-Adhesive Pre-printed labels	170 mm x 200 mm	60,000	10000	1
3	Pails/Containers	Self-Adhesive Pre-printed labels	150 mm x 90 mm	50,000	10000	1

Note:

- Quantities mentioned above are indicative only.
- Bidders may participate in one or more grades as mentioned above.

Technical Specification required:

SL. NO.	<u>Technical Specification</u>
1.	Self-adhesive PREPRINTED labels Size-170mm X 180mm as per approved artwork 5 colour water proof printing with Varnish coating for protection against UV rays. AVERY FASSON BASE material (Material Code LMD 7450), 74 microns with strong HM adhesive. DYNIC Japanese 100% smudge proof / water proof ink ribbons for printing on above labels and matching the length of sticker rolls.
2.	Self-adhesive PREPRINTED labels Size-170mm X 200mm as per approved artwork 5 colour water proof printing with Varnish coating for protection against UV rays. AVERY FASSON BASE material (Material Code LMD 7450), 74 microns with strong HM adhesive. DYNIC Japanese 100% smudge proof / water proof ink ribbons for printing on above labels and matching the length of sticker rolls.
3.	Self-adhesive PREPRINTED labels Size-150mm X 90mm as per approved artwork 5 colour water proof printing with Varnish coating for protection against UV rays. AVERY FASSON BASE material (Material Code LMD 7450), 74 microns with strong HM adhesive. DYNIC Japanese 100% smudge proof / water proof ink ribbons for printing on above labels and matching the length of sticker rolls.

4.0 Scope of Work

- 4.1 Scope of supply various labels will include, manufacture of labels conforming to BL Specifications, Quality Checks, Packing, Forwarding and delivery at BL's plant at Kolkata and Chennai.
- 4.2 The supplier has to produce the labels along with ribbons as per the sizes & specifications as mentioned in the tender document. The artwork for printing labels shall be provided by BL.
- 4.3 Existing suppliers of BL, if successful in tender, shall commence supply within 7 days on issuance of LOI by BL as per Call – ups. Successful tenderers who have not supplied similar labels to BL earlier shall commence supply within 14 days from the date of issuance of LOI by BL as per Call – ups.

5.0 Provisions for Micro, 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. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
- b. 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. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.
- b. The above-mentioned provisions are meant for procurement of only goods produced and services rendered 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 or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- c. 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

6.0 **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.

7.0 **Packing of containers**

Labels shall be given in roll form, packed properly with identification tags and quantity details.

8.0 **Quality Assurance**

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

9.0 **Liquidated damages 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).

10.0 **Risk purchase clause**

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

11.0 **Price**

- a) Vendors are required to quote strictly as per the price bid format. Prices shall be fixed during the contractual period; no changes of basic rate & transportation rate are permissible.
- b) Price bid evaluation will be based on landed cost per label which includes material cost, conversion cost, freight & Sales Tax component.
- c) Statutory levies such as GST will be payable as applicable at the time of delivery.
- d) Please do not indicate 'Extra', 'Extra at actuals', 'Actuals' etc. Quote exact amount.

12.0 **Colour Requirement**

- a) Five colour printing with Varnish coating for protection against UV rays.
- b) Successful bidders need to approve sample before taking batch production within 7 days after getting PO/LOI.

13.0 **Taxes & duties:**

All applicable statutory levies, duties and taxes like GST % to be mentioned clearly in the offer.

"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."

14.0 **Validity**

The offers shall remain valid for acceptance for a period of 30 days from the due date of the tender.

15.0 **Payment terms**

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

16.0 **Approval of Sample**

Based on approved sample label, 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.

17.0 **Basis of selection and Allocation of order Quantity**

The basis of selection of vendors and allocation of order quantity shall be as under.

- a) The price offers of only those vendors to be considered, those who are agreed to supply labels as per our given specifications as well as tender terms only without any deviations.
- b) The closed bids after the due date of tender shall be used for grading the bidders. The lowest quoted bidder in the closed bids shall be designated as "L1" & full quantity of the grade shall be allocated to them after netting off as per MSE clause.
- c) The bidders have no right to claim / disclaim or dispute anything during / in this process.

18.0 **Compliance with Regulations**

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

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

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

19.0 **Termination of contract**

In the event of dissatisfactory performance, BL reserves the right to terminate the contract without any notice.

20.0 **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.

21.0 **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.

22.0 **Uploading of Documents:**

- a) All bidders are required to upload the following document in e-Proc.
- 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) Copy of valid MSE certificate as applicable.

- d) MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment and audited Balance Sheet and Profit & Loss A/c for their turnover for the last completed financial year certified by a practicing Chartered Accountant.
- e) Copy of GST Registration certificate.

23.0 **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 BL website only. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

24.0 **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, 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.

25.0 **Disclaimer Clause**

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.

26.0 **Tender Cancellation**

The tender may be cancelled due to any unforeseen / unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of BL and BL is not liable to provide any reason to the applicants for the same.

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

Sample of the Label who had not supplied the material earlier to BL must reach us immediately for our evaluation and testing and your respective offer in sealed envelope (Tender No. and due date to be written on the face of the envelope) should reach us before due date of tender to the below mentioned address.

Subhadeep Karmakar
Jr. Officer (Purchase)
Balmer Lawrie & Co. Ltd.
P-43, Hide Road Extension, Kolkata - 700 088.
033-24500133
e-mail: karmakar.sd@balmerlawrie.com