



Balmer Lawrie & Co. Ltd.

(G & L- SILVASSA)

(A Government of India Enterprise)

Survey No.201/1,Saily, Silvassa -396230(D & NH)

Phone- 9099084731(Ext-12) , E-mail - srivastava.sk@balmerlawrie.com

e-TENDER ENQUIRY

Tender No. GLS/TE20/026

Date: - 16/09/2020

Due Date: - 30/09/2020 Till 6.00 PM

Dear Ma'am/Sir,

Sub: Supply of Empty Pouches for Filling Greases in 100 GMS & 200 GMS Sizes on Fixed Rate Annual Contract Basis.

Online offers are invited for the subject supply from our registered vendors as per the **Technical Specification given here under.** The **General terms & conditions** are mentioned in Annexure-A.

1. Pouch Size : 90 mm[W] x 140 mm[H] – 100 grams
2. Pouch Size : 90 mm[W] x 220 mm[H] – 200 grams
3. Type of Pouch : 4 side Sealed Flexi Pouch with spout & Filling from Nozzle.
4. Structure : 12 Micron Polyester + 150 Micron Poly white Laminated as per pouch size.
5. **Specification of Spout : As given below.**
 - Total Height : 34+/- 0.20mm
 - ID of Mouth : 8.60 +/- 0.05 mm
 - Sealing Width : 10.65 +/- 0.20 mm
 - Sealing Length : 10.65 +/- 0.20 mm
6. **Specification of Cap : As given below**
 - Total Height : 16.30+/- 0.20 mm
 - Diameter of TE : 18.80+/-0.20 mm
 - Cap Outer : 15.20 +/- 0.20 mm
 - Cap Plug OD : 8.85 +0.10/ -0.05 mm
7. **Filling :-** Automatic Filling and Capping Line would be used to fill the greases.

S.No.	Size	Quantity in Nos	Nos of Artworks [5/6 Color]	Minimum Order Qty in Nos
1	100 Gms	800000	2	100000
2	200 Gms	200000	4	50000

Note :-Vendor has to submit the physical sample of Spout and Cap to tender authority on or before the due date of Tender if there is any deviation in Spout or Neck.

The BL will not pay any separate charges for making cylinder or developing positive etc hence the bidder have to apportion the cost, if any, while quoting their prices for the pouch. There is a change in our existing artworks hence totally new cylinders are required for this tender. Balmer Lawrie is clarifying that no development charge would be paid separately so bidder has to quote accordingly.

It is Mandatory for the New tenderers should visit the site and make themselves thoroughly acquainted with the nature and requirements of the supply and our filling line. Above mentioned quantities are indicative only and actual supply could vary as per our requirement

Declaration for GeM

“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.”



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General Terms & Conditions

Annexure-A

1.1 Submission of offer: Submission of offer: - Bidder shall submit their un price bid in a single bid/envelope, superscripting the envelope with tender no., date & due date along with following enclosures-

[i] Covering letter

[ii] Signed and Stamped tender document as a token of acceptance of tender terms.

[iii] technical details (if any)

[iv] EMD :-[As per details given below] and Offer without EMD would not be accepted from Non-MSME vendors. Please refer below for more details.Tenderers /Bidders are required to pay **an EMD amount of Rs 10,000 by way of Demand Draft / A/C Payee pay order/ Bank Guarantee / NEFT/RTGS/IMPS/ Online Transfer. Proof of the same has to be submitted along with the unpriced bid. The Demand Draft should be drawn in favor of “Balmer Lawrie & Co. Ltd” payable at Silvassa for EMD. EMD in the form of Bank Guarantee as per the company’s specified format may also be submitted. EMD/Security Deposit can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC “HDFC0000074”) through electronic transfer and proof of transfer of funds should be deposited with us.EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. MSME/SSI registered company/unit has to submit the proof of registration [As per below clause] to get the waver of EMD.**

EMD of non-successful bidder would be returned after finalization of tender. EMD of successful bidder would be retained as security deposit till the execution of contract. Each page of the offer (enclosures) has to be acknowledged by the bidder with their acceptance (signature company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection.

1.2 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. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

Qualification Criterion for MSE’s for availing the above benefits:

- b. 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.
- c. 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.



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- d. 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, Section3, 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

1.3 Price bid over email/fax /sealed envelope are not acceptable & bidder has to quote the price on our e-proc portal only.

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



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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.

1.4 Delivery schedule and Contract Period: - The expected delivery period for the supply of all the items within 14 Days but for first supply, 3 weeks time would be given from the date of Purchase Order (PO)/Callup. However, the short/early delivery period may be preferred. The delivery shall be made to our works at Grease & Lubricant Division, Survey NO. 201/1, Saily Village, Silvassa – 396230. Contract period would be applicable would be valid for 1 Year on Fixed Price Basis. No Price Escalation or Increase would be considered during the contract period. This contract could be extended for another six months with mutual acceptance between vendor and Balmer Lawrie in writing.

Jurisdiction: - All disputes are subject to Silvassa jurisdiction.

1.5 Liquidated damages :- In case of failure to deliver the item (of acceptable quality) by the successful vendor, as per the delivery schedule, deduction/Penalty as 0.5% of Purchase Order Value per week subject to a maximum of 5.0% shall be applicable.

1.6 Price schedule: - Price bid over email/fax or in sealed envelop are not acceptable and bidder has to quote the price on our e-procurement portal only.

1.7 Payment terms: - (i) 100% on 30 days credit after receipt of material.

1.8 Performance Bank Guarantee (PBG): - PBG @ Rs 25000/- shall be furnished in specified format also and shall be valid for one year from the date of successful commissioning. Successful Bidder can submit the same in the form of NEFT/IMPS/Cheque/DD within 7 days from the date of receipt of Contract.

1.9 Validity of offer: - The offers shall remain valid for a period of 60 days from the date of closing of the tender.

2.0 Selection & placement of offer :- A tenderer must have to quote for both the sizes. Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order should be placed on a single technically & commercially qualified vendor in total for both the sizes on lowest Landed cost.

2.1 Arbitration

If any dispute or difference arises between the supplier and seller as to the interpretation of the terms of the contract, the same shall be referred to an arbitrator appointed by C&MD of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and / or any other amendments thereafter.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts



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inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1) /2013-DPE(GM)/FTS-1835 dated 22.05.2018.

2.2 GST Formalities and compliance with Regulations

Bidder shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor 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.

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit.

"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."

2.3 Force-majeure

Any delay in or failure of 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 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. 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.

2.4 Procedure for Bid Submission:

The bidder should submit their response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids/email/fax/envelop/hard copy would be entertained by the Tender Inviting Authority. The bidders

should submit Their eligibility and qualification documents, Technical bid, financial bid etc., in the standard formats prescribed in the Tender documents displayed in procurement web site. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility



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criteria/technical bids in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder should sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

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>

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.

<u>Contact Person (Monday to Friday)</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>
Mr.Tirtha Das (Kolkata)	tirtha.das@c1india.com	9163254290
Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	8811093299
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	022-66865608
Helpdesk Support (Kolkata)		8017272644

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

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. should not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids should not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders should sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

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 should not be responsible for any claims/problems arising out of this.

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



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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.

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.

Factory Rule: Your engineers/ workmen have to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

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.

Vendor's company:

Contact Person:

Contact Number:

Signature with official
stamp