

Balmer Lawrie
INDUSTRIAL PACKAGING

P4/1 Oil Installation Road,
Kolkata- 700088, India
Tel. No. 091 - 033 -24393808
Fax No. 091 - 033- 24393794

NOTICE INVITING TENDER

Tender No. 0100LE0079 dated 04.02.2017

Due date of Tender: 14.02.2017 at 14:00 hrs.

Opening of Price Bid: 14.02.2017 at 16:00 hrs.

Sealed Single Bid offers are invited for Transportation of "Sheet Stacker Machine & Control Panel" from our Plant at Kolkata-700088 to our plant at Silvassa. The tender document can be downloaded from www.balmerlawrie.com website

Contact details

Balmer Lawrie & Co.Ltd.
SBU-Industrial Packaging,
P4/1,Oil Installation Road,
Kolkata – 700 088.
Contact Persons:

Shri Robin Martin -Mob-9831216920, 033 24392093 ,email ID: martin.r@balmerlawrie.com.

Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

A. Instructions for bidders

1. **Please Refer to Annexure – II for detailed Technical Specifications.**
2. The tender is invited **in Single-Bid System**. The tender document consists of **Price Bid**.
3. **All documents required in the tender can be deposited in the Tender Box at our Kolkata Office . P4/1,Oil Installation Road, Paharpur,Kolkata-700088**
4. Important points to be noted
 - 4.1 Due date for submission of bids 14.01.2016 at 14:00 hrs.
 - 4.2 Price Bid opening 14.02.2017 at 16:00 hrs.

All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

The term **“BL”** wherever mentioned in the tender document refers to **“Balmer Lawrie & Co. Ltd.”**

BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

The Site of supply of Vehicle will be to our Plant at P4/1, Oil Installation Road, Paharpur, Kolkata 700 088.

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

5. Bid Security – As per Annexure- IV

6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

Format of Tender

Tender documents consists of:

Sr.No.	Contents	Annexure
1	General Information	I
2	Scope of Supply	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Vendors Obligation	V
6	Price Bid	VI

7.0 The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

7.1 Late Bids

Any bid received after the submission deadline will be declared ‘Late’ and rejected and returned unopened to the bidder

7.2 Bid Validity

The offer shall remain valid for a period of two months from the date of opening of the Price Bid.

Bid Rejection Criteria

A bid may be rejected if

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- ii. Conflict of interest between the bidder and the Company is detected at any stage.

iii. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry.
All clarifications shall be by e-mail (*Only email queries shall be replied*)

ANNEXURE-I

GENERAL INFORMATION

This tender document is prepared to define the scope of activities/supplies. All pages of this document issued at the time of execution, shall form the integral part of the contract.

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

- Confirmation on the scope as detailed out in this tender.
- All pages of this tender document should be duly stamped and signed on all pages as your acceptance to the terms and conditions mentioned herein.

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

Sealed offers should be dropped in the Tender Box available at Balmer Lawrie's Paharpur Office. Tender number with date and due date should be clearly mentioned on the Envelope.

SCOPE OF WORK

“ Transportation of Sheet Stacker Machine & Control Panels ”

1. Sheet Stacker Machine & Control Panel

- Size-4.5 Mtr length X 2 Mtr wide X 3 Mtr height(Approximate)
- Approximate weight-4Tons

To be delivered at,

Balmer Lawrie & Co Ltd (1030)

SBU – Industrial Packaging

Survey no. 23/1/1, Khadoli

Silvassa (UT of Dadra & Nagar Haveli) – 396230

Ph - 0260-2649044, Fax – 0260-2699045

Note: Full truck load with side cover

- **Loading and unloading will be done by BL**

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.

2. **Purpose of Contract:**

This contract is for Transportation of "Sheet Stacker Machine & Control Panel" as per Annexure-II

3. i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.

ii) Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate, Taxes etc.

4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.

5. **Tender Evaluation**

The tender would be finalized on the basis of Lowest Nett delivered price (NDP) Annexure- VI

6. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.

7. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.**

8. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.

GENERAL TERMS & CONDITIONS

1. INTRODUCTION

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. SCOPE OF WORK

Scope of work for the tender shall be as mentioned in Annexure II. "For better understanding of the transportation job to be carried out, the interested bidders are requested to visit our factory at the address mentioned on any working days from 10 am to 4 pm and see the machine which are to be transported, before giving their offer".

3. REFERENCE FOR DOCUMENTATION

Purchase Order Number must appear on all correspondence, connected with the order.

4. CONFIRMATION OF ORDER

The successful bidder shall acknowledge the receipt of purchase order within 7 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

5. Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

6. **VALIDITY OF QUOTATION:** The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the price bid.

7. **SUB-CONTRACTING:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

8. PAYMENT TERMS

Our payment terms are as follows:

Payment for the accepted material will be made within 30 days from the date of receipt of the receipted invoice along with bill.

9. SECURITY DEPOSIT:

Successful bidder will be required to pay Security Deposit equivalent to 5% of the Basic Value of the Order within 10 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of 'Balmer Lawrie & Co. Ltd., payable at Kolkata.

In case Security Deposit is not received from the successful bidder, BL will retain an amount equal to Security Deposit from the successful vendor's bill and will be retained for a period of two months after delivery of the items.

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

- The Security Deposit will not bear any interest.
- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to supply tendered service as per delivery period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.

10. RISK PURCHASE

The successful bidder shall place the trucks as per our requirement. In the event of failure to do so, BL shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any incurred by BL shall be recovered from the successful bidders security deposit held with us.

• **11. TRANSIT RISK INSURANCE**

Transit Risk Insurance shall be covered by BL. However the vehicle provided by the bidder should have all valid documents. BL would not be responsible for detention of truck by statutory authority for want of any documents. The bidders are requested to make note of the above and provide suitable vehicle accordingly.

12. ARBITRATION

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by C&MD, Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

13. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any

claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the C&MD, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

14. RELAXATION OF TENDER TERMS & CONDITIONS

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

15. PRICE

The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic. Unless otherwise agreed to in terms of the purchase order, the price shall be: Firm and not subject to escalation for any reason whatsoever till execution of the order.

16. TERMINATION

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

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace /rectify any rejected or defective material promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the service as per the purchase order.

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

I/We accept all your terms and conditions as stated above

ANNEXURE-V**VENDORS OBLIGATION****1. GENERAL OBLIGATIONS:**

The works as completed by the Vendor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The works shall include any work, which is necessary to satisfy M/s.Balmer Lawrie's requirements. Vendors proposal and schedules, or is implied by the Contract, or arises from any obligation of the Vendor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient delivery of the material.

ANNEXURE- VI**PRICE BID – to be filled by BIDDER**

S.No.	Description	Transportation of “ Sheet Stacker Machine & Control Panel”
A	Basic rate(Rs)	
B	Service Tax %	
C	Total Price[Rs.in figures]	

(Amount in words)

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Special Terms and Conditions and General Terms & Conditions** as laid down in the Tender Documents.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	