

<u>BUSINESS RULES FOR THE Forward AUCTION</u>	<u>M/s Balmer Lawrie & Co. Ltd.</u> Tender No. : E-AUCTION-GLC/TE18/016 DT.26/6/18 DUE ON 18.7.18 at 5.00 PM
ITEM DESCRIPTION	DISPOSAL OF PLASTIC PAILS/ SCRAP BARRELS/OIL SOAKED PAILS ON AS IS WHERE IS BASIS
AUCTION TO BE CONDUCTED BY	M/s. C1 India Pvt Ltd Gulf Petro Chem Building, Building No. – 301, 1st Floor, Udyog Vihar Phase – 2 Gurgaon INDIA Cell:- +91-7291981128 Phone: +91-124 4302002
DATE OF AUCTION	DUE Date : 18/7/18 Online Sealed Bid Submission Time: UP TO 5 PM (IST) ON 18/7/18 Online Forward Auction Time : 2:00 PM – 4:00 PM (IST) ON 20.7.18 Auction website : https://auctons.c1india.com
DOCUMENTS ATTACHED	<ol style="list-style-type: none"> 1. Dates & Timings (Appendix-I) 2. Process Compliance Statement (Appendix-II) 3. Post FORWARD Auction Price Confirmation Format (Appendix : III) 4. Contact Information (Appendix : IV)
<u>Note: It is advisable for all the vendors that during the live Forward auction they should not wait for the last minute for submitting their bid to avoid any problems arising out of connectivity, system failure, etc.</u>	

Schedule of Programme

<i>Period of Contract:</i>	UP TO 31/12/18
<i>Inspection of Scrap material</i>	27/6/18 to 17/7/18, Time: 10.00 AM to 05.00 PM.
Venue of Inspection	32,Sattangadu Village;Manali;Chennai-600068.
EMD Details	EMD-Rs.10000/- In favour of “Balmer Lawrie & Co Ltd” Payable at Chennai NOTE: To be submitted at Chennai Office
EMD submission Date & Time	Upto 17th Jul’18
On line Close Bid Submission Date	By 18/7/18
On-Line Auction Date	20/7/18
Contact Officials: Balmer Lawrie & Co Ltd	Mr. P.C.S.Srinivas 044-25946621- 9445160082

Note :- Copy of the Letter of “Pollution Control Board Permission” is required for upliftment of Barrels and Oil Soaked Plastic Pails . Parties those who do not submit the copy of Permission Letter will not be considered.

GENERAL TERMS AND CONDITIONS

EARNEST MONEY DEPOSIT (EMD): Rs. 10,000/= towards EMD along with offer, please remit **EMD as under for all items** by means of Demand Draft in favor of “**Balmer Lawrie & Co. Ltd.**” payable at Chennai. This shall be free of interest and refundable to unsuccessful tenders after finalizing the order. Offers received without EMD will be rejected.

PRICE: While submitting your offer, please maintain Company's unit for rates for the items as indicated in Annexure-I & II. Your quoted rates shall be ex-our works and Exclusive of GST. The contractor shall provide the required labour force, tools, tackles, trucks etc., to load/remove the scrap from our factory on “**AS IS WHERE IS BASIS**”. Any change in the quoted rate after tender opening or reduction in the finalized rates after negotiation shall not be permitted under any circumstances. **Your offer should be valid for acceptance within 30 days from the date of tender opening.**

SECURITY DEPOSIT (SD): Successful tenderer shall be required to remit 5% or minimum of Rs.10000/= as **SD for all items indicated** by means of Bank Draft/Pay order drawn in favour of **Balmer Lawrie & Co., Ltd.**, payable at Chennai within seven days from the date of our Disposal Order. In case of non- receipt of SD from the successful tenderer within the stipulated time the EMD lying with us shall be forfeited. SD shall also be forfeited in case of failure to abide by the terms and conditions of the contract. The deposit will be refunded only on satisfactory completion of the contract.

PAYMENT: All payment for scrap shall be made in advance before removal by a Bank Draft / Pay order. In case of payment by cheque, delivery of scrap will be effected only after the cheque has been realized. In case of cash payment, it should be remitted at our Cash counter at our Manali Administrative office before 3.45 PM and cash receipt obtained before taking delivery [one day in advance]

EXECUTION: The contractor should completely remove the accumulated scrap on issue of Disposal order & further accumulations on fortnightly basis after prior intimation to our **Manager [Stores&Despatch] - Shri. A Dhanasekaran [Phone 044-25946625 / 9444914109]**. The contract is valid up to **31ST DEC'18**. Your labour shall abide by the factory security & safety regulations and entry inside the factory would be only against authorized Gate Pass. Any statutory payments like ESI, PF, Insurance, etc., for the employees engaged by you shall be covered by you and tenderer will submit copy of documentary evidence on receipt of sale order. In case of any accident or injury to your personnel inside our premises, we shall not be liable to pay any damages nor entertain any legal claim arising therefrom. All weighments (Gross & Net) if necessary, shall be carried out at our factory and such weighment will be final.

Tender document is issued in duplicate and one set duly signed, on all pages by the authorized person of the tendering firm, in token of acceptance of the terms & conditions shall be submitted along with your price offer and EMD.

Tender document may also be downloaded from our website and one set duly signed, on all pages by the authorized person of the tendering firm, in token of acceptance of the terms & conditions shall be submitted along with your price offer and EMD.

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In the event of contractor not adhering to the terms and conditions of the contract, we reserve the right to cancel the contract and dispose the items to others, in which case the security deposit will be forfeited. After award of the contract, inspection by any party other than nominated representative of the successful bidder shall not be allowed. Unauthorized persons shall not be allowed to accompany the successful tenderer's nominated representative for the inspection or supervision of clearing and loading of scrap materials.

The company reserves the right to award the contract to one or more parties and is not bound to accept the highest offer. The Company reserves the right to accept / reject any or all offers received without assigning any reasons. In case of any dispute, the company's decision shall be final.

Clarifications can be obtained in person/writing from the undersigned during working hours before the last date of submission of tender.

Safety clause - *The tenderer has to strictly adhere to the safety requirement as per the above clause. Penalty of **Rs. 500/- per day** will be imposed if the contractor or his workers are found to be working without safety equipment's in the specified areas under the safety purview as required for the above job. The contractor should give a written explanation if any of his worker is found to be working without PPE in the safety surveillance areas in the plant. Repetitive violation of safety requirements and regulations by the contractor or his worker will lead to termination of the contract awarded to the contractor.*

ARBITRATION:

If any dispute arises between the parties as to the interpretation of the terms of the contract the same shall be referred to an arbitrator of BL. The arbitrator shall be nominated by BL 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.

[PCS SRINIVAS]

CHIEF MANAGER [SCM]

Balmer Lawrie & Co. Ltd, SBU: G&L

32 Sattangadu Village

Thiruvottiyur-Manali Road, Manali

Chennai 600 068. Phone No: 044-2594 6621/9445160082

Email ID: srinivas.pcs@balmerlawrie.com

BUSINESS RULES FOR FORWARD AUCTION

GENERAL TERMS AND CONDITIONS OF FORWARD AUCTION

Bidders will quote their offer prices during the sealed bid auction. Forward auction will be start from the price determined by company as per the sealed bid & Market rates.

Against this Enquiry for the subject item/system with detailed scope of supply as per our specification, M/s Balmer Lawrie & Co. Ltd. will conduct "ONLINE FORWARD AUCTION PROCEDURE" i.e. ONLINE BIDDING on INTERNET.

1. M/s Balmer Lawrie & Co. Ltd. will engage the services of a service provider who will provide all necessary training without any cost and assistance before commencement of on line bidding on Internet.
2. "Service provider required to contact with Vendors, based on detail provided by BL"
3. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
4. Vendors have to email a scanned copy of the Process Compliance Form (Annexure II) in the prescribed format (provided by service provider) before start of Online Forward Auction. Without this form, the vendor will not be eligible to participate in the event.
5. The all bidder has to email, acknowledgement of the Final Price Quoted in the Forward Auction through a scanned copy of the duly signed filled-in prescribed format (Annexure I) to service provider immediately within 1 Hours after the conclusion of the Auction. Any variation between the on-line bid value and signed document will be considered as sabotaging the auction process and will invite disqualification of vendor to conduct business with M/s Balmer Lawrie & Co. Ltd. as per prevailing procedure.

Finalization of the Procurement

M/s Balmer Lawrie & Co. Ltd. shall finalize the procurement of the item against this Tender through Forward auction mode. M/s Balmer Lawrie & Co. Ltd. has made arrangement with M/s. C1 India Pvt. Ltd. Who shall be M/s Balmer Lawrie & Co. Limited's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

Computerized Forward auction shall be conducted by M/s Balmer Lawrie & Co. Ltd. , on pre-specified date, while the vendors shall be quoting from their own offices/ place of their choice. Failure of power or internet malfunctioning at the premises of vendors during the Forward auction cannot be the cause for not participating in the Forward auction. On account of this, the time for the auction cannot be extended and neither M/s Balmer Lawrie & Co. Ltd. nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

GENERAL TERMS & CONDITIONS OF ON LINE BIDDING

1.0 GENERAL CONDITIONS

1.1 Bidders shall commit to supply the product/service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by the BL. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BL or its e-bidding agent.

1.2 In the event of winning an allotment in the bidding event, the bidder shall commit to fulfil outlined obligations under the contract.

1.3 The bidder shall bid on the terms specified by BL and place their his/her bids in the online bid in the manner specified by our e-bidding agent. The Bidder shall not stipulate any conditions on his/her own unless the terms of the Client (in the BL's Terms and Conditions) expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and e-bidding agent retains the right of rejecting these bids even without intimating the BL.

1.4 BL or its e-bidding agent shall not be responsible for any delays in initiating the online bidding event or postponement/cancellation of the online bid proceedings due to any problem with the hardware/ software/ infrastructural facilities or any other shortcomings.

RIGHT OF BL

BL reserves the right to partially or totally accept or reject any/all bids placed in the Online Bidding Event without assigning any reason whatsoever. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

3.0 DEFINITION OF KEY TERMS

3.1 On Line bidding Event

Online Bidding/Negotiation Event (Forward Auction/ Open Request for Quotation/ Sealed Bid) refers to those negotiations conducted through the Internet with the bidders (from one or more locations) simultaneously bidding, to be selected for providing the service/s in the online bid. In other words, the venue for the online bid is on an Internet website/ platform. Any other URL assigned by e-bidding agent would constitute venue for the purpose of the online bidding event.

3.2 Timing of the on-line bid

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Bid/Auction Engine. It shall be the endeavour of e-bidding agent to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Bid/ Auction Engine (launch, operation, closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the online bid to check the exact Server Time (displayed in both the windows).

3.3 Preview Time & Start Time

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the bidding details such as item specifications and bidding rules. The purpose is also to familiarise participants with the functionalities and screens of the online bidding mechanism. It is not mandatory for e-bidding agent to provide Preview Time.

Start time refers to the time of commencement of the conduct of the online bid. It signals the commencement of the Price Discovery process through competitive bidding.

Auto Extension of the on-line bid timing

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 7 minutes. The e-bidding agents however have the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

3.5 End of the on-line bidding event.

End of the Online Bidding Event refers to the termination of the online bid proceedings signaling an end to the price discovery process.

Terms & Conditions

1. You shall be assigned a Unique User Name & Password by M/s. C1 India Pvt. Ltd. You are advised to change the Password to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
2. You will be able to view the following on your screen along with the necessary fields in the English Forward (no ties) Auction:
 - a. Auction Start Time & End Time.
 - b. Opening Price & Bid Decrement value (Decided by . M/s Balmer Lawrie & Co. Ltd)
 - c. H1 Price
 - d. Bid Placed by you
 - e. Your Own Rank
3. At the end of the Forward Auction, M/s Balmer Lawrie & Co. Ltd. will decide upon the winner. M/s Balmer Lawrie & Co. Ltd. decision on award of Contract shall be final and binding on all the Bidders.

Neither Service Provider (C1 India Pvt. Ltd.) nor M/s Balmer Lawrie & Co. Ltd. shall have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

4. M/s Balmer Lawrie & Co. Ltd. shall be at liberty to cancel the Forward auction process / tender at any time, before ordering, without assigning any reason.

<u>ANNEXURE-I SEALED BID </u>				
NO	ITEM DESCRIPTION	IMMEDIATE UPLIFTMENT QUANTITY UP TO AUG'18	ESTIMATED GENERATION FROM SEPT'18 TO DEC'18	BASIC RATE/UNIT IN RS.
1	BL MIX TIGHT HEAD BARRLS	150	150	
2	BL MIX OPEN TOP BARRELS(available lids at site only will be given)	135	300	
3	TIGHT HEAD ADDITIVE BARRELS	100	500	
4	OPEN TOP ADDITIVE BARRELS(available lids at site only will be given)	100	500	
5	OIL SOAKED PLASTIC PAILS/LIDS	3000 KG	1000 KG	

ANNEXURE – II|SEALED BID|

SNO	ITEM DESCRIPTION	IMMEDIATE UPLIFTMENT QUANTITY UP TO AUG'18	ESTIMATED GENERATION FROM SEPT'18 TO DEC'18	BASIC RATE/UNIT IN RS.
6	1 KG CAPACITY PAILS	529	3500	
7	2 KG CAPACITY PAILS	300	NIL	
8	3 KG CAPACITY PAILS	5103	1000	
9	5 KG CAPACITY PAILS	1600	NIL	
10	7 KG CAPACITY PAILS	280	NIL	
11	18KG CAPACITY PAILS	414	NIL	
12	20LT CAPACITY PAILS	519	800	

Note :- 1)Copy of the Letter of “Pollution Control Board Permission” is required for upliftment of Barrels & Oil soaked Plastic Pails. Parties those who do not submit the copy of Permission Letter will not be considered.

2) PCB Permission not required for items under Annexure-II

3)GST extra for all items.

CORRIGENDUM:

- Following Note Added in Page no: “9 of 11”

Note no: 4)

Item no: 5 to 12 to be lifted only after defacing /destroying containers by the scrap contractor at their own cost /labour.

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Appendix-II
Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing the scanned copy)

To,

M/s. C1 India Pvt Ltd
Gulf Petro Chem Building, | Building No. – 301, 1st Floor, | Udyog Vihar Phase – 2
Gurgaon | INDIA
Cell:- +91-7291981128 | Phone: +91-124 4302002

Sub: Agreement to the Process related Terms and Conditions for the FORWARD Auction.

Dear Sir/Mam,

This has reference to the Terms & Conditions for the FORWARD Auction FOR **E-AUCTION-GLC/TE18/016 DT 26/6/18 : DUE ON 18/7/18 at 5.00 PM.**

This letter is to confirm that :

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the FORWARD Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price break-up of our online quoted price, within 24 hours of the FORWARD auction.
- 5) We, hereby, confirm that we will honor the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online FORWARD Auction.
- 7) We confirm that we will change the password on the auction website after first log in.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**-- Scan & email this document to : Neeti.bala@c1india.com
cc : mukesh.kumar@c1india.com**

APPENDIX- IV – CONTACT INFORMATION

Service Provider:-	M/s Balmer Lawrie & Co. Ltd.
<p>M/s. C1 India Pvt Ltd Gulf Petro Chem Building, Building No. – 301, 1st Floor, Udyog Vihar Phase – 2 Gurgaon INDIA Cell:- +91-7291981128 Phone: +91-124 4302002</p> <p>Contact person:-</p> <p>Mr Ritesh Kumar Landline:- 0124-432001 Email;- ritesh.kumar@c1india.com</p> <p>Ms Neeti Bala Chandraa Mob:- 07291981128 Landline No. :- 0124-432002 Email;- neeti.bala@c1india.com</p> <p>Mr. Anurag Upadhyay Landline No. :- 0124-432005 Email:-auurag.upadhyay@c1india.com</p> <p>Mr. Mukesh Kumar Mob:-07291981127 Landline No. :- 0124-432006 Email:-mukesh.kumar@c1india.com</p>	<p>P.C.S.Srinivas Cheif.Manager-SCM Balmer Lawrie & Co. Ltd. (A Govt. of India Enterprises) Greases & Lubricants Division 32,Sattangadu Village Manali Chennai-600068.</p> <p>Landline No. :- 044-25946621 Email:-srinivas.pcs@balmerlawrie.com Mobno-9445160082</p>