



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

TEMPERATURE CONTROLLED WAREHOUSE

Plot no.1924, 1924-A

Rai Industrial Area, HSIIDC

RAI, Haryana

Mobile No 9748343969

E-mail: piyush.s@balmerlawrie.com

CIN-LI5492WB1924GOI004835

TENDER NO: BL/LI/TCW-RAI/18-19/016

TECHNICAL / COMMERCIAL BID

Inviting Tender for

[Disposal of Used Shrink Wraps & cotton boxes **As is where is basis] at
TEMPERATURE CONTROL WAREHOUSE AT RAI, HARYANA]**

DUE DATE & TIME: [11/09/2018 AT 15.00 Hrs.]

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NOTICE INVITING TENDER

Sealed offers are invited from the eligible bidders who are willing to enter into Rate Contract for the subject tender “**Disposal of used Shrink wraps and carton boxes As is where is basis**” at Temperature Controlled Warehouse at Rai, Haryana as per terms and conditions, Bill of quantities and the Technical Specifications listed elsewhere in the Tender Document.

Tenderers may download Notice Inviting Tender along with other tender documents from our site www.balmerlawrie.com. Interested parties have to submit an EMD of Rs.3, 000/- (**Rupees three Thousand Only**) by Demand Draft/Pay Order. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at [**Mumbai/ Navi Mumbai**]. The tenderer shall furnish the required information in **Annexure-A** along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers and EMD put together in sealed envelope super scribing **TENDER No. BL/TCW-RAI/18-19/016 Dated 30/08/2018 “Disposal of used Shrink wraps and carton boxes as is where is basis at temperature controlled warehouse Rai, Haryana ”** and shall be dropped in our tender box at the given address **within 11/09/2018 AT 15.00 hrs.** and addressing covering envelope as follows:

Kind Attention:-Mr. Prem Prakash Gautam
BALMER LAWRIE & CO. LTD.
TEMPERATURE CONTROLLED WAREHOUSE
Plot no.1924, 1924-A
Rai Industrial Area, HSIIDC
RAI, Haryana
Mobile No 8377922852,
E-mail: gautam.pp@balmerlawrie.com

CIN-LI5492WB1924GOI004835
TENDER NO: BL/LI/TCW-RAI/18-19/016

S. No	Description	Details
1	Name of Work	Disposal of Used Shrink wrap rolls & used cotton boxes as is where is basis at Temperature Controlled Warehouse at Rai, Haryana, Telangana.
2	Tender No	BL/TCW-RAI/18-19/016 DT.30.08.2018
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Contract Period	24 MONTHS FROM DATE OF ISSUING THE PO.
5	EMD	Rs. 3000/-
	Downloading / Submission of Tender	
	a. Starts on	30.08.2018 5.00 PM
	b. Closes on	11.09.2018 3.00 PM
	Opening of Tenders	11.09.2018 3.30 PM

1. List Of Document to be Submitted:

The signed and stamped copies of following documents should be sent as part of the technical/commercial bid submission

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- Income Tax PAN Number.

- d. GST Registration , a copy of the same is to be submitted.

2. VERIFICATION OF DOCUMENTS/ SUBMISSION OF BIDS/ CANCELLATION OF BIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the bid submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete bids are liable for rejection without any reference to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. If at any stage it transpires that any party submitted false or forged documents may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, may not be considered for commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.
- j. The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time in the Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

3. BID SUBMISSION:

Tenderers are advised to download Notice Inviting Tenders along with other tender documents from our website www.balmerlawrie.com. Interested parties are required to pay an interest free EMD of Rs.**[3,000/- (Rupees three thousand only)]** by separate Demand Drafts/Pay Orders of any scheduled bank drawn in favour of BALMER LAWRIE & CO. LTD., payable at Mumbai/Navi Mumbai. Offer submitted without EMD will be rejected. However, submission of EMD is exempted for NSIC / MSME registered parties on submission of copy of valid registration certificate. **MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original instruments/drafts should reach our address of communication prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address.

Bidders are requested to submit their offer in a sealed envelope super scribing the tender reference no. There should be two envelopes one envelope will contain the signed tender documents as Part-1 and the other envelope should contain Price Bid only as Part -2. Both the envelope shall be put in one bigger envelope and shall be super scribed with the Tender Reference No. This above shall be send to below mentioned address on or before the date of submission,

4. Special Note

- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the balmer lawrie website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

5. Filling of Tender Documents

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorised representative shall sign all documents that needs to be submitted. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be submitted and produced later on for verification by Balmer Lawrie if asked.

SCOPE OF WORK

MATERIAL CLASSIFICATION: Various categories of scrap items with approx. quantities covered by this tender are listed below in the annexure attached. Quantity available now and are mentioned below. The scarp materials may be inspected by the bidders between 10.00 AM to 3.00 PM on any working day after prior intimation with our Unit Head [Warehouse]-Mr. Prem Parkash Gautam Mobile No: +91 8377922852. The representative calling for inspection shall bring our tender form.

Annexure

S.No	Description of Material(in brief)	Estimated Qty [No]	UOM	Rate	Remarks
1)	Used Shrink wrap Rolls	250 kg.	Per Kg		
2)	Used Carton Box (Scrap)	1500 kg	Per kg		

EXECUTION: Successful tenderer shall accept all the earmarked scraps for purchase of “**Used Shrink Wrap Rolls and carton boxes as is where is basis**”. The contractor should completely remove the accumulated scrap **within 3 days** after making the necessary payment. This should require to be done on a regular basis thereafter after prior intimation by our **Unit Head -Shri. Prem Gautam [Mobile No: 8377922852]**.

Your labour shall abide by the factory security & safety regulations and entry inside the factory would be only against authorized Gate Pass. 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 there from.

All weighments (Gross & Net) if necessary shall be carried out at our factory or at the assigned weigh bridge by the company and such weighment will be final.

General Terms & Conditions:

1. Submission Of Bids

Payment of EMD of Rs.3000 /- (Parties having MSMED/NISC certificates are exempted from payment of EMD). Bidders are requested to submit their offer in a sealed envelope super scribing the tender reference no. There should be two envelopes one envelope will contain the signed tender documents as Part-1 and the other envelope should contain Price Bid only as Part -2. Both the envelope shall be put in one bigger envelope and shall be super scribed with the Tender Reference No.

2. Tender Opening

The price bid of only those bidders who qualify the technical Bid will be opened.

3. Acceptance of offers

- 3.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 Balmer Lawrie is not bound to accept the lowest rate for any tender. The decision of Balmer Lawrie in this connection will be final.
- 3.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

4. Negotiations

- 4.1 Balmer Lawrie reserves the right to negotiate with the Tenderers. Tenderers will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications, if required, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 4.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

5. Price Variation

The price should be firm and irrevocable and not subject to any change whatsoever till the validity of the contract period.

6. Notification Of Award

Prior to the expiry period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

7. Contract Period

24 Months from the date of receipt of LOI or Work Order whichever is earlier.

8. Security Deposit / EMD

The Earnest Money Deposit of Rs 3,000/- of the successful bidders will be converted into Non-interest bearing Security Deposit (SD) and shall be retained till completion of the contract/extended contract period. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor

will be blacklisted for future tenders. EMD of unsuccessful bidders will be returned after finalization of the contract and acceptance by the successful bidder.

9. Sale & delivery procedure

- 9.01 Once offer is accepted, the part disposal of the lot will not be considered and the bidder will have to take full delivery of the goods with all fault and flaws, in the condition, description etc. of goods irrespective of whether the same was actually inspected or not and no selection or sorting whatsoever of the goods will be allowed. Quantities and weight stated are approximate. Sale should not be invalidated by reasons of any defect/ fault, if any, of the lot or on account of lot being incorrectly described and no compensation shall be paid in respect of any such faults or error in description. No claim for damage or loss of any kind will be entertained.
- 9.02 Segregation and collection of the related items will be the responsibility of the successful bidder of the items with due permission of the Officer (s) of Operation/Administration of TCW.
- 9.03 The successful bidder will collect Delivery Order from our office after making requisite payment due for the items and quantities allowed by BL for lifting at any instant of delivery. The Delivery Order will be issued in favor of successful bidder only at time interval/frequency as stated above. The unsuccessful bidder will apply for refund of EMD, which will be refunded at the earliest without any interest.
- 9.04 Full value of materials against lot as quoted and accepted, will have to be deposited within 7 working days from the date of receiving of the Order. If the buyer fails to take the delivery of the goods within the maximum period of time permitted by Balmer Lawrie, the Money Deposited by them including EMD will be automatically forfeited.
- 9.05 On payment of the value of the disposable items, the party will be allowed to enter their vehicle for loading of cargo. Part delivery is sole discrepancy of the Company.
- 9.06 The materials will be delivered to the original buyer. Representative/Transporter may be allowed on production of the authorized letter from the buyer duly attesting the signature of the representative. Delivery by proxy will be at the purchaser's own risk and no claim shall be on Balmer Lawrie on any account whatsoever, if the wrong person takes delivery. Re-sale or transfer of lots to a third party shall not be recognized.
- 9.07 Statutory charges e.g. Taxes and duties payable on the goods purchased will be recovered from the successful bidder.
- 9.08 Earnest Money Deposit will be forfeited if the successful bidder commits any breach of terms & conditions of the tender.
- 9.09 Intimation in respect of description of materials, estimated weight, price, schedule of payment, delivery schedule etc. will be given in the Letter of Intent/Delivery Order.
- 9.10 The successful bidder will be responsible for damage to company's/outsider's properties or injury to company's/outsider's personnel caused by their men/vehicles etc. in course of their work and shall keep the company indemnified against all losses or damage and bear expenses or consequences arising thereof.
- 9.11 In case of dispute or difference over the interpretation of working of these conditions, the decision of Balmer Lawrie & Co. Ltd. shall be final and binding on all concerned.
- 9.12 The Company reserves the right to accept or reject the whole or part of the offers/tender and may withdraw any of the item at any point of time and may also re-tender the cargo. The Company will also reserves the right for any change in tender document with due approval from the Authority.

9. Payment Terms

Within same day of purchase of the Material Payment will be released to our A/c department, after deduction/added of necessary applicable taxes.

11. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the

consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

12. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

13. Termination

The contract can be terminated by either party by giving 3 (Three) months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

14. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No _BL/TCW-RAI/18-19/016 DT.30/08/2018 I hereby confirm our acceptance of the same.

Place : Signature of Tenderer
Date : Name & Address
Telephone Nos.
Office:
Fax Nos. :

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Proprietorship / Partnership / Private Limited Co., / Public Limited Co.	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC (Registrar of company) submitted	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Enclosed	
13	Name of the Banker	
14	Whether registered as MSME/ NSIC	
15	In case of registered as MSME / NSIC provide registration number and copy of registration certificate.	

PRICE BID

ITEM: DISPOSAL OF USED SHRINK SCRAP & COTTON BOXES

Tenderer should quote the rates as per the following format:

S.No	Description of Material(in brief)	Estimated Qty	Unit Rate [Rs]	Amount
1)	Used Shrink roll	250 kg	Per kg	
2	Used Carton Boxes	1500 kg	Per kg	
2)	GST			
	Grand Total			

Place _____

Signature of Tenderer _____

Date _____

Name & Address _____