



बामर लारी एण्ड कं. लिमिटेड
(भारत सरकार का एक प्रतिष्ठान)

Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

चित्तूर प्लांट औद्योगिक पैकेजिंग
62, पटनम पोस्ट, पटनम विलेज,
तवनमपल्ली मंडल, अरगोण्डा रोड,
चित्तूर - 517 131 (आं. प्र.)
फोन : 08573-281077.
फैक्स : 08573-281088.

Chittoor Plant-Industrial Packaging
62, Patnam Post Patnam Village,
Thavanampalle Mandal, Aragonda Road
Chittoor - 517 131 (A.P.)
Phone : 08573-281077
Fax : 08573-281088
GST No. : 37AABCB0984E1ZU

LIMITED TENDER

1090LS0085 dt. 16.05.2019

Dear Sirs,

Sealed offers are invited for the Disposal of " **OLD USED WOODEN PALLETS** " from barrel plant, Balmer Lawrie & Co. Ltd., Industrial Packaging, 62, Patnam Post & Village, Thavanamapalle Mandal, Araconda Road, Chittoor – 517 131 as per the **Terms & Conditions** and the **BID FORM** enclosed with the tender.

Completed tender form by the bidders in all respect **duly sealed** and super scribed as "**TENDER FOR DISPOSAL OF OLD / USED WOODEN PALLETS**" should reach

Chief Manager (Mfg),
M/s. Balmer Lawrie & Co. Ltd.,
(Government Of India Enterprise)
Industrial Packaging,
62, Patnam Post & Village, Aragonda Road
Thavanampallee Mandal,
Chittoor – 517131
ANDHRA PRADESH

The bidders are requested to visit our plant on all working days from 10.00am to 4.00pm and inspect the material before giving their offer.

The last date for submission of bids for the above tender is **30.05.2019 at 3.30PM.**

The bidders shall send their bids either by courier / post (or) dropped in the Tender Box kept at the above address.

Details of the tender are also available in our company's website www.balmerlawrie.com.

Thanking you

Yours faithfully

For Balmer Lawrie & Co. Ltd.,

J.S. Antony

Chief Manager (Mfg.)

(-0857 3281077) - antony.js@balmerlawrie.com

Balmer Lawrie
INDUSTRIAL PACKAGING

पंजीकृत कार्यालय : 21, नेताजी सुभाष रोड, कोलकाता - 700 001. (भारत) Registered Office : 21, Netaji Subhas Road, Kolkata - 700 001. (India) Website : www.balmerlawrie.co

• Industrial Packaging • Greases & Lubricants • Leather Chemicals • Travel & Vacations • Logistics • Refinery & Oil field services

TERMS AND CONDITIONS

1. The term **"Company (or) BLCL"** wherever mentioned in the tender document refers to **"Balmer Lawrie & Co. Ltd**
 2. The term **"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 duly approved by the company.
 3. **Purpose of the contract:** This contract is for the sale of Old/Used/ wooden pallets which are received as packing materials along with the sheet bundles received in Barrel Plant.
 4. **Period of Disposal:** **Staggered** for a period of **Six Months from June 2019 to November 2019** based on accumulation will be sold against intimation from company.
 5. **The quantity indicated is only an estimation however, the company reserves the right at its discretion to enhance the ordered quantity by another 15% during tenure of contract period to the successful bidder.**
 6. Quantity mentioned indicative and is subject to change depending upon accumulation.
 7. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
 8. The RATE given in the offer should be expressed both in words and in figures and where there is difference between two, the RATE given in the words will be authentic.
 9. The material can be inspected on any working days between **10.00AM and 4.00PM.**
 10. The offer must be kept valid for a minimum period of **90 Days** from the date of opening the Offer.
 11. **The company would not carry out any negotiations except with such bidders who is / are the highest quoted bidders originally. As such it would be in the interest of the bidders to quote the highest possible RATE. During negotiation or in the revised offer, only upward revised RATE shall be valid for consideration.**
 12. The bidder will be required to confirm the negotiations in writing within the time stipulated. If the bidder fails to comply with this requirement, the company reserves the right to evaluate his tender at its discretion based on their original RATE.
 13. The successful bidder shall purchase all Old/Used/wooden pallets in **"AS IS WHEREIS BASIS"** and **"No Complaint basis"**. This may include accumulated and carried forward quantity from time to time during the tenure of the contract.
- "SEGREGATION / SELECTION OF ABOVE ITEMS WILL NOT BE PERMITTED"**
14. At no given time shall the successful bidder be allowed to accumulate Old/Used/wooden pallets. However, at the end of the contract period, even the part truck load material available should be cleared. As such the bidder must ensure regular removal of above items from our factory and organize to keep our shop floor and the factory premises clean of the above items at all times.
 15. **SECURITY DEPOSIT (SD):** Within 15 days of the company's communication to the successful bidder on acceptance of RATE, the bidder will have to deposit with the company a sum equivalent to **10%** of the value of the contract subject to a **minimum of Rs.5,000/- (Rupees Five Thousand only)** as SD by DD/Pay Order drawn in favour of Balmer Lawrie & Co. Ltd., payable at **CHITTOOR [AP]** and Cheque will not be accepted.
 - The Security Deposit will not bear any interest.
 - The successful bidder should deposit the Security Deposit amount separately. Security Deposit cannot be clubbed with any Running Account.
- SECURITY DEPOSIT IS LIABLE TO FORFEITURE IN THE EVENT OF**
- Withdrawal from the contract during the validity period of the order.
 - Any unilateral downward revision of rate made by the dealer during the tenure of the contract.
 - Non-clearance of the material as per our instructions.
16. **PAYMENT:** All payments shall have to be made in advance by **NEFT/Demand Draft** drawn in favor of Balmer Lawrie & Co., Ltd., payable at Chittoor, before removal of the Old/Used/wooden pallets. Payment should be submitted to our company at least one day in advance before lifting the material.

17. PENALTY CLAUSE :

- In case of unsatisfactory performance of the Bidder either in relation to lifting of the materials or to adherence of specified time limits or to misbehavior of the Bidder's employees with the companies / customer Old/Used/ wooden-pallets elsewhere, in which case the Bidder shall also be liable for forfeiture of the Security Deposit
- **The rate quoted by the bidder shall remain valid till the end of contract period. No decrease in rate will be considered by us except for statutory levy. No change in the accepted RATE shall be permitted during the period of contract under any circumstances.**

18. The successful Bidder shall be responsible for fulfilling all obligations in respect of PF, ESI, Laws and Injuries Act etc. For their labour force working in company's premises. Necessary contributions for their workmen shall be deposited by the successful Bidder. They shall also provide complete information and furnish all records to the company whenever asked for. In the event of any additional levies or penalties being imposed on this account to remit the same within the due dates under advice to the company. In all respects, Bidder will be responsible for employment, welfare, conduct etc. of his employees.
19. Necessary labour for collecting / removing / loading the Old/Used/wooden pallets from our plant shall be organized by the successful Bidder and such labour shall be required to conform to the normal Shift working hours of our Barrel Division.
20. The Bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the Workmen's Compensation Act 1923.
21. Employees' Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not of the Bidder or his agents or his employees in carrying out the job of the Bidder.
22. The Bidder shall hold the company harmless and indemnified from all claims, costs and charges for which the company may be held liable in respect of any loss of injury exchanged to any third party through servants/employees/agents. This indemnity shall be in addition to, and not in lieu of any indemnity towards the company may be entitled by law.
23. The bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
24. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
25. The company would not carry out any negotiations except with such bidders who is / are the highest quoted bidders originally. As such it would be in the interest of the bidders to quote the highest possible rate.
26. **ARBITRATION:-** Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and 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 Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.
27. It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

BID FORM**1090LS0085 dt. 16.05.2019 due on 30.05.2019**

SNo. Description of Item	Estimated Qty. (Kg.)	Rate [Rs. per Kg.]	Total Amount Rs.
1. Old/used wooden pallets of size 1300 mm x650mm (approx.) & of size 1800mm x 900 mm (approx.) (HSN Code: 44013900)	50,000 Kilogram		
GST (5 %)			
Any new Statutory Levies imposed by Union and State Govt. shall be made applicable during the tenure of the contract period.			
Total Net Amount Rs.			

AWARD OF CONTRACT:

1. Only the Highest Quoted (H1) Bidder shall be awarded 100% quantity of the contract.
2. In the event of more than one H1 Bidder, then the estimated quantity shall be awarded equally between the H1 bidders.
3. Any overwriting / corrections in the offer without full signature shall not be accepted
4. Taxes & Duties:
 - a. The price quoted by the successful bidder shall remain valid till expiry of Period of Contract. During the tenure of the contract period, no rate increase will be considered, except for change in statutory levies imposed by Union / State Govt. / Local authorities.
 - b. All Taxes, Duties, Levies etc., are extra as applicable. Statutory levies like, GST, Tax Deduction at Source (TDS) and Surcharge on TDS shall be levied as per the prevailing rates at the time of taking delivery.

GST NO.	PAN (Personal Account No.)
Contact Person	Telephone Nos.
E-Mail ID	Fax Nos.

We have quoted our HIGHEST RATE after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.

Signature of the bidder with Seal & Date