

Balmer Lawrie & Co. Ltd.

Survey No 201/1, Sayli, Silvassa - 396230.
PHONE NO. 09099084731-Extension 12/160
E-mail : srivastava.sk@balmerlawrie.com

Public Tender Enquiry No. :--- **GLS/TE19/015** **Dated 23/05/19**
Due Date to submit Technical/Un-price Sealed Bid : **14/06/19 till 6.00 PM** **:**
Due Date to submit Online Price Bid : **Will be informed to 'Qualified' vendors later on**

M/s. _____

Dear Sir,

On-Line Offers [through forward Auction] are invited for upliftment of following Used and disposable items from our Silvassa Plant on "**As is where is basis**" and **bidder has to accept the full quantity without any segregation.**

Sr. No.	TYPE OF SCRAP	UNIT	EST. QTY PER MONTH
1	Used HDPE bags	Kgs	150
2	Used Plastic Pails/Containers/Buckets that may have slight coat of grease/oil also	Kgs	200
3	Damaged Cartons/separators	Kgs	250
4	Wooden Scrap	Kgs	50
5	Used HDPE 100 Kg drums	NOS	10
6	Used HDPE 200 kg /210 Ltr drums	NOS	15
7	Used HDPE 200 Kgs Damaged/Cut Drums	NOS	10
8	Garbage Truck	Around 4.5 MT Net Weight	3
9	Garbage Truck	Around 2.5 MT N et Weight	1

All bidders are requested to visit our plant for "on-site" inspection and understand the type of material that gets generated and is disposed-off on "AS IS WHEREAS BASIS". No Deviation will be accepted later on i.e. after submission of Price-Bid.

The disposal will take place, intermittently, throughout the year (One Year period of contract from the date of LOI/Contract) as and when required by Balmer Lawrie. The Vendor/Party will have to make 'Advance' payment immediately for the 'Estimated' Value of material to be lifted. The vendor/party can't have their own preferences about the type of material to be lifted or not be lifted / disposed-off. It will be sole discretion of Balmer Lawrie & Co.Ltd.

You have to get in touch with our Service Provider C1 India [Mr. Tuhin Ghosh on 08981165071 or write him on tuhin.ghosh@c1india.com or his nominated authorized team. In case of any issue or difficulty you can directly contact us.

1.0 **VALIDITY OF THE OFFERS**

The offer submitted by the bidders shall be valid for a minimum period of 60 days from

the due date of this tender for our acceptance.

- 2.0 **Quantity** : Refer above list that provides monthly estimated quantities that may, actually, vary to any extent during the period of contract.

3.0 **CONTRACT PERIOD**

The period of contract shall be **One year** from the date of commencement of contract or lifting of the full order quantity [after considering the quantity tolerance] whichever is earlier. However, the period of contract can be extended at same rate/terms if agreed by both the parties for next six months.

4.0 **INSPECTION**

Inspection of disposable materials may be carried out during the tender period at our factory [as per address given above] during normal working hours with prior appointment with the Sr. Manager (SCM) : 09558818876 or write an email on kadam.s@balmerlawrie.com.

The person(s) visiting our factory for inspection must bring a letter of authorization from the Organization they represent. However, Balmer Lawrie & Co. Ltd. (hereinafter referred to as BL) reserves the right to restrict / permit entry of person(s) for such inspection.

5.0 **Earnest Money Deposit (EMD) and Security Deposit (SD)**

Tender must be accompanied by EMD of Rs 15,000/- [Rupees Fifteen thousand only] by Bank Draft or Pay Order drawn in favour of Balmer Lawrie & Co. Ltd. payable at Silvassa. No interest will be payable on EMD. Offers not accompanied with EMD will not be considered. Payment by cheque will not be accepted. The EMD will be returned to unsuccessful bidder within 7 days of placement of disposal order.

Security deposit of 5% of the total disposal value awarded to the party, to be submitted by successful bidders subject to a minimum amount of Rs. 25,000/-

No Interest will be paid on EMD & SD. The SD will be returned to the party only after successful completion of the job. EMD will be forfeited if the bidder refuses to accept/execute the contract awarded to them while SD will be forfeited in the event of failure to abide by the terms and conditions of the contract. The forfeiture of EMD/SD will lead to disqualification of the vendor/customer who will be banned for participation in our tender process during next 3 years.

All payments shall be made in the form of Demand Draft/Pay order issued by any Scheduled Bank in favour of Balmer Lawrie & Co Ltd., payable at Silvassa or Vapi before removal of the material.

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 deposited with us.

6.0 **Eligibility Criteria :**

Participating bidders need to submit documentary evidence in respect of Approval/ Consent to operate certificate/ Authorization in Form 2 issued by Pollution Control Board (either State or Central) under provisions of Hazardous waste (Management, handling & trans-boundary movement) Rules 2008 & amendments thereafter for collection/

reception /treatment /storage/ transport/ disposal of used empty barrels/ drums/ containers contaminated with "Chemical Residues" or "Residues of Lub-Oil additives".

Note: Bidders whose relevant certificate from concern Pollution Control Board already expired, but applied for renewal of the same can also apply. However, they will have to produce the valid certificate before they start execution of the contract.

7.0 **ON-LINE bidding procedure**

- a) Bidders will be informed about market design, date & time of Training, Online Sealed bid Submission and Online Forward Auction. Our Service Provider C1 India will coordinate in our guidance and accordingly bidders shall be allotted ID login and password to enable them to participate in on-line bidding.
- b) It is not necessary that bidders have to quote for all the markets. Bidders may quote for one or more markets.
- c) The bidder shall first put on-line closed bid for each item.
- d) The Start Bid Price [SBP] and Minimum Incremental amount shall be communicated on-line at the commencement of the forward auction.
- e) The general terms & conditions of on-line bidding are given in **Annexure-I**.

8.0 **Price**

Rates quoted shall be as per format provided by us during online sealed bid submission which would be nett off all taxes & duties. GST will be charged extra to the successful bidder as per rates prevailing at the time of delivery of material. The tenderer has to provide labour, trucks etc to load/remove the material from our factory.

9.0 **BASIS OF SELECTION**

The basis of selection of vendors and splitting the orders for the item shall be as under ;

- a) The Item wise sealed bids shall be used for grading the bidders. The bidder shall be classified as "Provisional" H1, H2 etc.
- b) Forward auction shall be started with start bid prices as communicated.
- c) The party emerging as highest bidder in forward auction shall be designated as final H1.
- d) BL at its own discretion may give an opportunity for the H2 bidder [Second-Highest bidders in Forward Auction] to match Final rate of H1 bidder and if it is agreed, then the order can be placed on both the bidders in the ratio of 60:40 between H1 and H2.

In normal circumstances, the final H1 Bidder will be determined on overall estimated value and not on case to case basis because it will not be practicable for the bidders to lift quantity unless it turns out to be one FTL.

The bidders have no right to claim / disclaim or dispute anything during / in this process.

10.0 **Payment Terms**

Payment will have to be made in advance and within 5 days of intimation/call-up by means of a Bank Draft/Pay Order. In case of payment by cheque, delivery of materials will be given only after the cheque has been credited to our account. Failure to comply shall make the Security Deposit liable for forfeiture.

11.0 **Execution**

The successful bidder must ensure removal of entire items as per callup, within 9 working days [it is including the 5 days given for payment] from the date of placement of call-up which means the vendor has to lift the material within 4 days from the date of making the payment. No segregation is allowed during lifting of barrels.

12.0 **Penalty clause**

If any vendor fails to uplift the disposable materials on & above 2 days of due date of lifting [7 days from Call up + 2 days], the buyer/party will have to pay Rs.1000/- per day towards 'Penalty'. In extreme cases, full amount of SD will be forfeited.

13.0 **General Terms**

BL reserves the right to award the contract to one or more parties and is not bound to accept the highest offer based on techno commercial suitability. BL also reserves the right to reject any or all offers received, without assigning any reasons whatsoever.

Labourer/Workmen of Contractor would have to abide by the factory Security regulations and entry inside the factory would be only against authorised Gate Passes.

All weighment [gross & nett], will be carried out at our factory and such weighment will be final & binding on the contractor.

14.0 **Jurisdiction**

Any dispute relating to the above disposal will be under the jurisdiction of Silvassa High Court.

15.0 **Submission of Offer**

- (i) One copy of the tender signed & stamped by the Authorized Representative
- (ii) Photo copy of certificate from concern Pollution Control Board, duly attested.
- (iii) EMD

The aforesaid documents need to be submitted at our address in a sealed envelope within the due date and time of the tender.

16.0 **Undertaking by the Bidder**

All bidder(s) must give a undertaking in their offer stating "We accept all your terms and conditions stated above in TOTO".

ANNEXURE – I

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 the outlined obligations under the contract.
- 1.3 The bidder shall bid on the terms specified by BL and place their bids in the online bid in the manner specified by our e-bidding agent. The Bidder shall not stipulate any conditions on their 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.

2.0 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.

3.4 **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 agent 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 signalling an end to the price discovery process. Bidders has to quote as per price bid designed & shared by M/s i-Sourcing Technologies Pvt. Ltd.; The rate shall remain firm during the contractual period except change in statutory levies and taxes.. It is not necessary that bidders have to quote for all the items. Bidders may quote for one or all the items. The bidders shall also quote on-line closed bid and thereafter On-line negotiation/Forward Auction will be done on the basis of each items and the selection of the highest bidder will also be done on the basis of the highest rate quoted for each item separately. The Start Bid Price (SBP) and Minimum Incremental amount shall be communicated on-line before the commencement of the Forward Auction. Participant / Bidder who has submitted the unprice bid along with required supporting documents as per NIT would be informed over email before the commesement of forward Auction.

Thanking you,
Yours faithfully,

For Balmer Lawrie & Co. Ltd.,

Sr. Manager - SCM
Mob No. 09558818876

HEALTH, SAFETY AND ENVIRONMENT [HSE] POLICY

- The Contractor should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- The Contractor shall ensure that the Balmer Lawrie's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor.
- Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance or continuous failure in implementation of any of the 'HSE' provisions, Balmer Lawrie & Co. Ltd. may impose stoppage of work/discontinuity of contract and a suitable penalty for non-compliance of HSE Policy. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with Balmer Lawrie & Co. Ltd.
- Contractor shall ensure that all their staffs and contractual workers, including their Transport worker shall wear 'Personal Protective Equipments such as safety helmets, safety shoes, safety belts, protective goggles, gloves as and where applicable.
- For first time violation of safety rules & regulation by contractor, Plant Head will issue a warning letter to contractor and in case of further violation, penalty will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety/accident.
- Bidder has to follow and submit respective document [Form 9/10 etc] to concerned pollution department /concerned government bodies during the contract and has to produce / submit the proof of the same to us.
- All bidder(s) must give an undertaking in their offer stating “We accept all your terms and conditions of HSE Policy as stated above in TOTO”.