



SBU- Industrial Packaging-Kolkata
P4/1, Oil Installation Road, Paharpur,
Kolkata-700 088

Tel. No. 091 - 033 -24392093

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NOTICE INVITING TENDER

Tender No. 0100LM0179 dated 29.05.2019

Due date of Tender: 08.06.2019 at 17:00 hrs.

Opening of Price Bid: 08.06.2019 at 17:30 hrs.

Single Bid offers are invited for “**Manufacturing and supply of 3 stage ‘Z’ Bar**” to our Barrel Manufacturing Plant in Kolkata The tender document can be downloaded from [www.balmerlawrie.com website](http://www.balmerlawrie.com)

Contact details

Balmer Lawrie & Co.Ltd.
SBU-Industrial Packaging,
P4/1,Oil Installation Road, Paharpur
Kolkata-700088

Contact Persons:

Shri Robin Martin -Mob-09831216920, e-mail 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 Drums, 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 Chennai, Chittoor, Silvassa, Asaoti, Kolkata, Talaja & Vadodara. 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 Scope of Work.

2. The tender is invited in Single-Bid System. The tender document consists of **Price Bid.**

3. All supporting documents required in the tender can be deposited in the Tender Box at our Paharpur Office . P4/1,Oil Installation Road,Kolkata-700 088

4. Important points to be noted

4.1 Due date for submission of bids 08.06.2019 at 17:00 hrs.
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4.2 Price Bid Opening: 08.06.2019 at 17:30 hrs.

All Bids are to be completed 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 supply
The successful bidder will be the supplier.

The material to be supplied at Balmer Lawrie & Co. Ltd. Industrial Packaging, 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. 8.3

7.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	Price Bid	V

8.0 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.

8.1 Late Bids

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

8.2 Bid Validity

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

8.3 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.

8.4 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*).

8.5 Contractors, vendors, who are having unresolved issues, disputes, complaint, legal or court cases against the company, will not be eligible to participate in the tender.

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.

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.

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.

ANNEXURE-II

SCOPE OF WORK

SCOPE OF SUPPLY.

SUPPLY OF 3 STAGE 'Z' BAR CONSISTING OF 3 SEGMENTS AS PER DRAWING NO.AS GIVEN BELOW.

1. CCDC/101
2. CCDC/102
3. CCDC/103
4. CCDC/104

All the detailed drawings can be collected from our Kolkata Plant office and the same has to be returned after submission of the offer. The drawings are the sole property of BL and any part or fully reproduced or copied or modified is strictly prohibited.

- 1] All raw materials (Material) considered in respective drawing will have to be arranged by the vendor at his cost.
- 2] During the manufacturing work for all the components proper care should be taken to ensure good level of precision in respect of dimensions etc.
- 3] During execution, minor changes in technical parameters related to manufacturing may be agreed mutually and same to be carried out free of cost.
- 4] In view of assessing the quantity and quality level of manufacturing work, we will conduct stage inspection as and when required.

5] All other necessary technical information, which are relevant for carrying out the subject work, have been detailed in the enclosed drawings referred above.

However, if felt necessary, you may please contact the following officers at our Kolkata office.1.Shri Sibdas Sarkar-Phone no 9725840983, for any clarification or understanding some of the technical aspects prior to submitting the offers on or before the due date. No further technical queries will be allowed in respect of the subject tender after the quotation is submitted.

ANNEXURE-III

SPECIAL TERMS & CONDITIONS

1. The bidder means all parties/firms who respond against this tender notice and successful bidder(s) mean party/parties, with whom the order is placed and shall be deemed to include the bidder's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
This contract is for **Manufacturing and supply of 3 stage 'Z' Bar"** 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.
4. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.
5. **Delivery Period- 10 weeks from the date of issue of Purchase Order/ Letter of Intent.**

Tender Evaluation - The tender would be finalized on the basis of Overall Lowest Nett delivered price (NDP) Annexure- V
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. 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.

Negotiations, if held will be only with the lowest [L1] bidder.

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

9. In case of unsatisfactory performance of the successful bidder (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.
10. **Guarantee/ Warranty**
The manufacturer / supplier / bidder shall provide in writing necessary guarantee /warranty that the **"Tools"** manufactured and supplied to BL shall be new and free from any defects in material, workmanship and it will perform in accordance to the specification for a period of 12 months from the date of supply. In the event of any deviation / non-performance as per technical specification, the successful bidder will ensure repairing of the equipment / defective part(s) failing which will give free replacement with new machines or defective parts or adjust the proportionate claim from the 10% retention money.

ANNEXURE-IV

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 Service
Scope of Work for the tender shall be as mentioned in Annexure II.
3. Reference for Documentation
Purchase Order Number must appear on all correspondence, invoices, packing and on any documents or papers connected with the order.
4. Confirmation of Order
The successful bidder shall acknowledge the receipt of purchase order within 10 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 tender.
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**
90% (Ninety Percent) of the basic along with 100% taxes and duties would be paid within 30 days from receipt of certified bills.
10% of basic value will be kept as retention money

RETENTION MONEY

10% (Ten percent) of the Total Basic value will be retained by BL as retention money for one year from the date of supply. In the event of any deviation / non performance as per technical specification, the successful bidder will ensure repairing of the equipment / defective part(s), failing which will give free replacement with new machines or defective parts or adjust the proportionate claim from the 10% retention money.

9. **SECURITY DEPOSIT:**

Security Deposit amount of 5 % of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of " Balmer Lawrie & Co. Ltd," payable at Kolkata.

The Security Deposit may be submitted within 7 days of receipt of the Purchase Order. The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful completion of the contract for the tendered supply/services. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 331-0-514222-2, NEFT Code - IFSC "SCBL0036008) through electronic transfer and proof of transfer of funds deposited with us.**

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

Security Deposit is liable for forfeiture if successful Contractor in the event of :-

- Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- The Contractor damages or loses records /documents of the Company and/or of statutory compliances.
- The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- Successful Contractor violates the tender condition.
- Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit and the retention money. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any , on account as mentioned above.

10. **Price**

The rate quoted should be as per the price bid format.

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 entire order.

11. 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 supply 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.

12. All entries in the tender documents should be in ink or typed and there should be no erasers or overwriting. All corrections should be attested under the full signature of the Contractor.
13. Supplier should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened.
14. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
15. Company reserves the right to accept any tender in whole or in part and rejects any or all tenders without assigning any reason. Company is not bound to accept the lowest tender and reserve the right to accept one or more tenders in part. The decision of Company in this connection will be final.

16. RISK PURCHASE

In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

17 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 endeavor to settle such dispute amicably.

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

The place of Arbitration shall be Kolkata, 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.

18. 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 Head[IP], 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.

19. 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.

20. Delay in providing services

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause no. 16.

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

ANNEXURE-V

PRICE BID – to be filled by the Bidder

	Job no.	Total	UOM	Rate [Rs.]	Total [Rs]
1]	Manufacturing and supply of 3 stage 'Z' Bar as per Annexure-II	1	Set[consisting of 3 segment]		
2]	GST Amount				
B	Grand Total Amount				
C	Gross Total Amount[In Words]				

Apart from above, any liability within the contract period shall be borne by the Contractor

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	