



Balmer Lawrie & Co. Ltd.

(G & L– Kolkata)

(A government of India Enterprise)

P-43, Hide Road Extension, Kolkata-700 088.

Phone- (033) 2450 5350, Fax- (033) 2439 2277, E-mail Jaiswal.r@balmerlawrie.com

Online Tender Enquiry

Tender No.: GLK/TE16/320

Tender Date: 28.12.2016

Tender Due date: 09.01.17 up to 15:00 hrs IST

Dear Sirs,

Sub: Annual Rate Contract for Centrifuging of special ty products at our works

Online offers are invited from the competent and experienced vendors in the field with sound technical and financial capabilities for the subject job as per following table of contents-

- 1.0.0 General Terms & Conditions:
- 2.0.0 Care of Work & HSE
- 3.0.0 Undertakings and Obligations of vendor
- 4.0.0 Undertakings and Obligations of BL
- 5.0.0 Price schedule
- 6.0.0 Conditions for Online bid submission
- 7.0.0 Disclaimer Clause

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,

For Balmer Lawrie & Co. Ltd.

R. Jaiswal

Executive (Maintenance)

Encl.: As above



1.0.0 General Terms & Conditions:

- 1.1.0 Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact
- R. Jaiswal
Executive (Maintenance)
Balmer Lawrie & Co. Ltd.,
P-43, Hide Road Extension, Kolkata-700088,
E-mail- jaiswal.r@balmerlawrie.com
Phone no. 033-24505350/09831378642, Fax-033-24392277.
- 1.2.0 Tenderer may **visit the site** and get them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal of unwanted material.
- 1.2.0 **The bidder shall not be allowed to deviate from their scope of work as mentioned in the tender and in such deviation case their offer shall be rejected. For example if a vendor quoted for all the item as per scope of work or price schedule except one item say painting , in that case their offer shall be rejected.**
- 1.3.0 Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 1.4.0 The vendor is not allowed to give any “subcontract’ without proper justification and approval of BL.
- 1.5.0 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors.. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.
- 1.6.0 **Job completion Period: Contract Period:** - Initially it will be for one year from **01.02.2017 to 31.01.18**. The contract period may be renewed for next year (**01.02.2018 to 31.01.19**, keeping all the rates & terms unaltered, provided the service is found satisfactory by BL in the first year of the contract on mutual understanding/request of BL & service provider. BL fully reserves the right to further ‘renew or not’ the same after the completion of contract period. Vendor shall have to carry out the job on **as and when required basis**. The job shall be carried out at our works at P-43, Hide Road Extension, and Kolkata-88.
- 1.7.0 **Submission Bid: The techno-commercial & Price bid must to be submitted online. Offline submission of price bid shall lead into rejection of offer.**
- Bidders are requested to kindly visit our e-procurement website: <https://balmerlawrie.eproc.in> for the same.
- 1.8.0 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **technically & commercially qualified vendor**, whose total price of entire job **stands lowest**.



1.10.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.

1.11.0 **Payment terms:** - 100 % per month [(**@ unit rate/ MT X actual quantities of oil centrifuged in the month**) + **taxes** (if any)]. Bidder shall have to keep the records of centrifuged oil per day, duly signed & verified by concerned BL officer for each month and on the basis of these records, final amount is to be calculated in every month for payment.

1.12.0 **Liquidated damages:** - Vendor shall be liable to pay liquidated damages for the following:

1.12.1 Failure to complete the required job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.

1.12.2 If any damage is caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.

1.13.0 **Job site, working days & hours:** - All work required to be carried at BL's site shall be done only during working days between 8:30 am. To 5:00 pm (timing may be relaxed if required). The job site will be provided by BL after two months from date of issue of LOI/PO to the successful vendor for the job.

1.14.0 **Offers & Enclosures:** The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.

1.15.0 **Validity of offer:** - The offers shall be remain valid for a period of 60+365 days from the date of the offer.



2.0.0 Care of Work & HSE

- 2.1.0 Proper care shall be taken during transport, erection to avoid damage to equipment, properties and injury to persons.
- 2.2.0 All necessary safety measures to be taken care as indicated in 'Section 1104'.
- 2.3.0 The **contractor shall cover** the following insurance till the complete job is handed over.
- 2.4.0 All persons employed by the contractor and subcontractor against accident, injury & death.
- 2.5.0 All material and entire installation against loss or damage during transit, installation till handing over to BL.
- 2.6.0 Vendor shall comply with all procedural requirements as defined in the insurance policy to ensure that it is valid till the successful commissioning or handing over of job to BL whichever is later.
- 2.7.0 Proper safety precautions and measures to be taken care of on the principle of **Safety come first** during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 2.8.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.9.0 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000 mm high.
- 2.10.0 **Safety belts, helmets & goggles** to be provided by the contractor to all the workmen.
- 2.11.0 Fabrication and welding gangs should be provided with gloves, protection-goggles, welding helmet etc.
- 2.12.0 Hoisting machines and tackles including their attachments, anchorage and supports of adequate capacity should be used for handling heavy equipments.
- 2.13.0 Workmen engaged in electrical work should be provided with gloves, and footwear's of adequate insulation value.
- 2.14.0 Workmen engaged in toxic chemicals, paints etc should be provided with gumboots, gloves, goggles, masks and other protective attachment depending upon the depth of expected hazard.



3.0.0 Undertakings and Obligations of vendor

- 3.1.0 To provide one centrifuging Machine:** The vendor shall have to arrange a suitable centrifuging system at site in order to meet the following requirement:
- 3.1.1 Product to be centrifuge : Intermediate products of rolling, industrial & automotive oils.
 - 3.1.2 Sp. Gravity of products to centrifuge : 30-100 cSt at 40 °C
 - 3.1.3 Average quantity of product to centrifuge : 150 MT / month \pm 20 % (may vary from zero to 150 KL based on requirement)
 - 3.1.5 Process of production : Batch type
 - 3.1.5 **Purpose of Centrifuging:**
 - 3.1.5.1 To remove moistures and fine solid undesirable particles from the products.
 - 3.1.5.2 To filter products.
- 3.2.0 Execution of centrifuging job:** Bidder has to arrange **one or more person per day** for the subject work within working hours (i.e.8: 30 am to 5:00 pm). Moreover the time of starting of centrifuging process is not fixed. Whenever BL personnel will find the requirement of centrifuging a product, he will instruct your person to do the same. It may be noted that the work of centrifuging can't be stopped in incomplete condition of a batch; hence the processing may crossed 5:00 pm. In such cases the allied expenditure & overtime of the deputed person shall also be borne by the contractor/vendor. Bidder shall have adequate manpower in the field so that in the event of absence of a person, another person is to be provided.
- 3.3.0 Consumables, Tools & tackles:** All the necessary equipments, consumable, tools & tackles require for operation & maintenance of your centrifuging machine shall be provided by vendor. It also include inlet and outlet hose pipe.
- 3.4.0 Statutory rules and regulations:** Please note that this is a contract for work and accordingly all liability pertaining to this contract including those of the people engaged by the contractor solely rests upon the contractor. The contractor should also indemnify the Company against any deviation from the statutory rules and regulations to be observed by the contractor in respect of their people. **ESIC, EPF, Minimum Wages and all other statutory liabilities shall be borne by the contractor.** The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Workmen's Compensation Act 1923 or the modifications thereof or any other laws relating thereto and the rules made there-under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him.
- 3.5.0 Site Preparation:** Vendor shall have to prepare the job site on their own.
- 3.6.0 Site cleaning:** Vendor shall carry out cleaning of site after complete execution of job by removing of entire unwanted material prior to commissioning.



4.0.0 Undertakings and Obligations of BL

- 4.1.0 **Power supply:** BL will provide free one power point within battery limits. Contractor may use an extension cable at this own cost with prior permission of BL.
- 4.2.0 **Water supply:** BL shall provide free one connection within battery limits. Contractor may take an extension at this own cost with prior permission of BL.
- 4.3.0 **Storage:** BL shall provide space for storage of equipments, raw material etc. Temporary partition, doors etc if required shall be arranged by the vendor at this own cost.
- 4.4.0 **Security:** No special security other than normal plant security shall be provided.



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5.0.0

Price schedule

(Price schedule is given here under for tender purpose only. Price bid must be submitted online only)

SL No.	Price schedule				
	Description of Job	Qty.± 20 %	UOM	Unit rate (Re.)	Amount (Rs.)
5.1.	Centrifuging of Ester based products as per scope of work with man and machine to remove moistures and fine solid undesirable particles from the products.	1,800.00	MT		
5.2	Service tax			@	
5.3	Total annual value				
5.4	Completion period : applicable as per tender				
5.5	Liquidity damage :applicable as per tender				
5.6	Payment terms :applicable as per tender				
5.7	Validity of offer :applicable as per tender				



6.0 Conditions for Online bid submission

6.1 Procedure For Bid Submission

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the eProcurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. However, **bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date.** The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

6.2. Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s **C1 India Pvt., Ltd.**, or they can register themselves online by logging in to the website <https://balmerlawrie.govtprocurement.com>

6.3. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

6.4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the hard copies/documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, may be leading to cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

6.5. 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 the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6.6. Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

7. Disclaimer Clause

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.