



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

TENDER ENQUIRY

Tender No. : GLK/TE17/200

Date: 16.10.17

Due date: 06.11.17 up to 6:00PM

Dear Sirs,

Sub: Annual Rate Contract (ARC) for the Supply of Pipe and Pipe fittings

Online offers are invited from the registered competent and experienced vendors for the subject items ARC as per following table of contents-

- 1.0.0 General Terms & Conditions
- 2.0.0 Conditions for Online bid submission
- 3.0.0 Disclaimer Clause:
- 4.00 Price Schedule (annexure-B)

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.

Ranjit jaiswal
Executive (Maintenance)

Encl.: As above



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Annexure-A

GENERAL TERMS & CONDITIONS OF TENDER:

- 1.1.0 **Tender for registered vendor only:** The Response/offer from registered vendors (Kolkata & Suburb based) alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants), Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders. For vendor registration related queries, kindly contact Asst. Mgr. (Purchase) at 033-24505431.
- 1.2.0 **Bid preparation:** Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers. The tender document may also be downloaded from our web site www.balmerlawrie.com within the due date of the tender.
- 1.3.0 **Clarification:** If the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretations; such matter shall be brought to the attention of the BL, at least four days in advance, and prior to the date of filling/submission of the tender. For clarification required, if any, please contact Sri R. Jaiswal at Balmer Lawrie & Co. Ltd., P-43, Hide Road Extension, Kolkata-700088, Phone no. 033-24505350.
- 1.4.1 **Earnest Money Deposit (EMD):** An interest free EMD of Rs.3,000/- (Rupees Three Thousand only) shall be submitted along with offer, in the form of an a/c payee Demand Draft/Pay order or Bank Guarantee of any scheduled Bank drawn in favour of **Balmer Lawrie & Co. Ltd.**, payable at Kolkata. This deposited EMD will be adjusted against Security Deposit, in the case of successful tenderer. **Offers without the EMD will not be considered.**
- 1.4.2 Bidders who have payments due from Balmer Lawrie & Co. Ltd. (BL) may also seek adjustment of such payments against EMD. **In such case, the bidder shall give an undertaking letter that the amount equivalent to the EMD shall be held back from the amount payable toward supplies made.** However admission of such request shall be at the discretion of BL.
- 1.4.3 The EMD shall be free of interest and refundable to the unsuccessful tenderer only on finalisation of tender/placement of Order(s) or on expiry of validity of offer and cancellation of Tender.
- 1.4.4 The tenderer's EMD may be forfeited if tenderer withdraws his tender during the period of tender validity; invalidates his tender or modifies his tender unilaterally during the period of tender validity. In case of a successful tenderer, EMD shall be forfeited, if tenderers fails to sign the contract or refuses to accept the correction of any errors.
- 1.4.5 EMD of tenderer, who does not meet eligibility/qualification criteria, will be returned along with unopened price bid (in case of two bid offer).
- 1.4.6 **Exemption from submission of EMD:** The Registered micro and small enterprises shall be exempted from need to furnish EMD. To qualify for EMD exemption, firm shall necessarily submit a self certified copy of the registration certificate issued by the NSIC.
- 1.5.1 **Security Deposit (SD):** The EMD of successful bidder will be considered as interest free 'Security Deposit (SD)'. The SD shall be released after completion of the contract period, subject to satisfactory performance. Failure to comply with the requirements of the order during execution of the order shall make the SD liable for forfeiture.

I/We hereby agree to the terms and conditions as stated above.

मैं / हम ऊपर कहे गए सभी नियमों और शर्तों से सहमत हैं।

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Signature and Seal of the Tenderer



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1.6.0 Period of ARC:

1.6.1 The period of contract shall normally be 12 months or more from the date of commencement of contract or till the expenditure of approved contract value on mutual agreement by BL & the party. (The rate shall be valid for 14 month from the due date of this tender, considering 12 month ARC period + 2 months ARC finalisation time)

1.6.2 The contract period may be extended on mutual agreement for another period of 12 months or otherwise as agreed upon.

1.7.1 **Unit Rate Price:** The quoted Price shall be **fixed and firm** on door delivery basis inclusive of **delivery charges & packing/forwarding** till execution of the **contract Period**.

1.7.2 **Price Schedule (Annexure-B):** The prices shall be quoted for **all the items of any group**. A vendor quote for lealest one group or all the groups as mentioned in the **price schedule**. If the price(s) shall not be quoted for all the item(s) of any group(s), such offer will be treated as incomplete and may be rejected. However BL reserves the right to drop few item(s) from the scope of ARC prior to placement of ARC order.

1.7.3 **Specification/description of items:** The price shall be quoted as per the **specification, make, size, and type** mentioned in **Price schedule** to this tender. Any alteration in the said description shall not be considered.

1.7.4 **Quantity (Qty.):** The quantities specified in the tender form (**Price Schedule**) for the tender purpose only and it represents the basis of unit for ease of pricing. The actual **quantity may vary from zero to the maximum required quantity** during the Annual Rate Contract period for the repair and maintenance purpose. The quantity will be drawn from successful tenderers in parts on **as and when required basis** from time to time throughout the contract period at the rate of their quoted unit price against each item.

1.7.5 **Unit Rate:** The price must be quoted as per the **unit of measurement (UOM)** specified against each items. The unit price must be quoted for all the items of price schedule **considering free or inclusive delivery charges** on door delivery basis. The **unit rate will be fixed & firm during the contract period**.

1.7.6 **Taxes & Duties:** Present % rate of VAT/CST/ Excise duty are to be indicated/mentioned in the unit tax rate column of price schedule/offer. The taxes & duties applicable at the time of supply will be paid at actual against documentary proof. Variation in **Taxes & Duties** rate will be applicable only up to the contractual delivery date.

1.7.7 **Delivery Schedule (call up and lead time):** The quantity mentioned **quantity may vary from zero to the maximum required quantity** during the Annual Rate Contract period for the repair & maintenance. The quantity will be drawn from successful tenderers in parts on **as and when required basis** from time to time throughout the contract period at the rate of their quoted unit price against the item. The supply instructions/call-ups/PO will be given against actual requirement. The supply must be commenced **within three working days** for the items readily available in the local market. Relaxation will be given for the supply period of some special item(s)/trailer made item(s) as per the manufacturer's/dealer's/OEM's delivery schedule or for the item(s) that are not readily available in the local market.

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- 1.7.8 **Penalty/LD:** The Delivery Schedule being the essence of the Contract, tenderer shall deliver the Items strictly as per delivery schedule mentioned in our order. In case Items are not received by us within **Five days** from the call up, then late delivery charges @0.5% per day subject to maximum 5% will be charged from tenderer.
- 1.7.9 **Payment terms:** 100% on 30 days credit from the date of supply against each call up(s)/PO.
- 1.7.10 **Guarantee/warrantee:** Vendor shall have to pass on the 12 months warrantee for the items other than consumable or as provided by manufacturer.
- 1.7.11 **Validity of offer:** The price offers shall be valid for a minimum period of **90 days** from the date of due date of the tender.
- 1.8.0 **Unconditional Offer:** Your offer shall be unconditional as per tender terms & conditions.
- 1.9.0 **Placement of Purchase Order(s):** Single or Multiple Purchase order may be placed to the technically qualified vendor (quoted in line with the tender) as follows-
- ~~1.9.1 L1 in totality of all the items or~~
- ~~1.9.2 L1 in Group wise based on sum total of the unit rates of that group or~~
- 1.9.3 **L1 in individual item basis (preferred)** subject to minimum thirty items falling in a bidder's scope or as per BL discretion.
- 1.9.4 In case of L1 in individual item basis, if the unit rate of any particular item(s) of two or more bidders found to be same, in that case those items may be distributed in proportionate/or will appear in ARC list of two or more vendor & BL may procure from any of them, preferably from prompt supplier or as per suitability & discretion of BL.
- 1.9.5 **Purchase Order Value:** A split ARC Purchase Order may be placed for the ₹ **4.00 Lakh** +Taxes in totality of all the items through the ARC Period. The above value is notational only based on past experience. It is observed that in **last three years, the expenditure incurred on subject items varied from ₹ 0.5 Lakh to ₹ 5 Lakh for the tendered items.**
- The Job/PO/Callups will be awarded against actual requirement as per ARC rate. The total supply value throughout the contract period may vary from Zero to the maximum specified value during the Annual Rate Contract period based on maintenance requirement.**
- There is however, no contractual liability on the Company's part to accept the materials/job of ordered amount in full during the currency of the contract Period, it may vary from zero to maximum of ₹ 4.00 Lakh +Taxes thru several callups/PO.**
- 1.10 **Individuality of contract:** The order resulting from the Tender shall be treated as an individual contract, and it shall not create any general lien to the tenderer, and shall not get prejudiced in execution due to any situation arising out of some other contract that the tenderer may have with BL.
- 1.11 **Cancellation of contract:** If tenderer fails to supply Items as per delivery schedule more than three occasions, complete Rate Contract will be cancelled and **SD** will be forfeited.
- 1.12 **Risk purchase:** In case of failure to deliver the Items as per our specification & delivery date indicated in Purchase order/tender, the Items will be procured from any other available sources and difference in cost will be recovered from the vendor.

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- 1.13 **Inspection:** All supplies will be subject to inspection at the Company's yard. Items rejected on inspection will have to be taken back personally by the supplier at their cost and replacements of all such rejected Items should be affected immediately by the supplier.
- 1.14.0 **Bid rejection criteria:** Following bids shall be categorically rejected.
- 1.14.1 Bids received without EMD shall be rejected. (The Registered micro and small enterprises shall be exempted)
- 1.14.2 Bid not quoted on the **tender from (price schedule)** or in line with the specified format for technical and commercial bid.
- 1.14.3 Change/deviation from the scope of work/specification of the items.
- 1.14.4 Incomplete/misleading/ambiguous bids in the considered opinion of BL.
- 1.14.5 Bids with incomplete technical specifications and or terms not acceptable to BL.
- 1.14.6 Bids not meeting the qualification/Eligibility criteria stipulated in the tender enquiry.
- 1.14.7 Bids received from unregistered vendors.
- 1.14.8 Tenders received through e-mail or Fax
- 1.15.0 **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 from our website www.balmerlawrie.com .
- 1.6.0 **Jurisdiction:** In case of any dispute, arising out of this tender shall be subject to the Jurisdiction of **The Courts in Kolkata.**
- 1.7.0 **Rejection/Acceptance of tender:** -Balmer Lawrie & Co. Ltd. reserves the right to reject/accept all or any part thereof any tender(s) without assigning any reason whatsoever.
- 1.15.0 **Submission of online offer: Price bid must be submitted online. Offline submission of price bid shall lead into rejection of offer**
- 1.15.1 **Procedure:** A price schedule (annexure B) is enclosed with this tender for submission of offer in excel document where Unit Rate, HSN code, % GST rate and M/s.....(to write the name of bidder's company name)....are four editable fields were provided. Bidder are required to fill those respective filed, take print out of the filled price schedule (annexure B), sign & stamp the each page, scan the completed price schedule & save as price schedule pdf document. Upload the above competed price schedule on portal in price bid section.
- 1.15.2 Annexure-A (General terms & Condition) of this tender duly accepted, stamped & signed to be uploaded on line & hard copy to be submitted within due date.
- 1.15.4 EMD : Scan copy to be uploaded & physical copy to be submitted within due date.
- 1.16.0 **Forwarding of Offer:** Hard copy may be forwarded by Registered Post/courier or deposited in the Tender Box , mentioning the tender no. date due date & Subject in sealed envelope at **Balmer Lawrie & Co. Ltd., SBU: Greases & Lubricants, P-43, Hide Road Extension, Kolkata-700088, Phone no. 033-24505350.** The BL will not be responsible for any postal delay in receiving the offers at our end.

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2.0 Conditions for Online bid submission

2.1 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.

2.2. 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>

2.3. 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.

2.4. 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.

2.5. 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.

2.6. 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.

3. 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.