



SBU – Industrial Packaging,
P4/1, Oil Installation Road, Paharpur,
Kolkata-700 088
Tel. No. 091 - 033 –24392093
Fax No. 091 - 033– 24393793

NOTICE INVITING TENDER

Tender No. 0100PS188 dated 26.08.2019

Due date of Tender: 16.09.2019 at 14:30 hrs.
Opening of Technical Bid: 16.09.2019 at 15:30 hrs.

Online Two Bid e-Tender is invited for disposal of E-Waste, mainly Computer Hardware's, peripherals and Air conditioners as per the list enclosed in Annexure I on "AS IS WHERE IS BASIS" from our Plant at Kolkata-700 088 through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.in>

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, P4/1,Oil Installation Road, Paharpur, Kolkata-700 088	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1.Shri Robin Martin,Mob.09831216920 Land Line No.033 24392093 e.mail:martin.r@balmerlawrie.com 2.Shri Amit Sarkar Mob.9831186297 Land Line No.033 24397878 e.mail:sarkar.a@balmerlawrie.com	Contact Person of C1 India e.mail- 1.Mr.Tirtha Das, Mob.9163254290 e.mail- tirtha.das@c1india.com 2.Mr.Tuhin Ghosh,Mob.8981165071 e.mail- tuhin.ghosh@c1india.com 3.Mr. Partha Ghosg [Kolkata]Mob,8811093299 e.mail:-partha.ghosg@c1india.com 4.Mr. CH.Mani Sankar[Chennai]Mob_8939284159 e.mail:-chikkavarapu@c1india.com 5.Ms.Ujwala Shimpi[Mumbai]022-66865608 e.mail-ujwala.shimpi@c1india.com

1. 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 Barrels, 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 Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Vadodara. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

A. Instructions for bidders

1. Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited for E. disposal of Computers & peripherals from our Plant at Kolkata-700 088 through approved e. waste recyclers who meet the Pre-Qualification criteria as per detailed specification contained in Annexure II of this tender for our plant at Kolkata.

2. Please Refer to Annexure – I for detailed Technical Specifications and estimated quantity

3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification/ Technical Bid and Price Bid.**

4. Hard copies of Pre-Qualification/Technical bid can be submitted to our Paharpur Office after online bid submission.

Condition for registration in Balmer lawrie Web Portal can be done through C1 India(Our service provider) for online line bids is detailed in Annexure-VI

5. Important points to be noted

- | |
|---|
| 5.1 Due date for online bid submission 16.09.2019 at 14:30 hrs. |
| 5.2 Online Pre-Qualification / Technical Bid opening 16.09.2019 at 15:30 hrs. |

All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned above.

The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term **"BL"** wherever mentioned in the tender document refers to **"Balmer Lawrie & Co. Ltd."**

BL would be the Seller/Owner for the tendered item.

The successful bidder will be the Purchaser.

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

6. Bid Security / Earnest Money Deposit(EMD) – As per Clause no. 1 & 3 of the Special Terms & Conditions of this Tender document.

7. **MSEs HAVING VALID REGISTRATION AS PER PROVISION OF THE PUBLIC PROCUREMENT POLICY 2012 I.E. REGISTRATION WITH THE SPECIFIC DEPARTMENT [*NSIC / MSME / DIC /] SPECIFIED BY MSME DIRECTORATE ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT. *HOWEVER, MSEs REGISTERED**

**WITH NSIC NEED TO HAVE REGISTRATION UNDER SINGLE POINT REGISTRATION
SCHEME OF NSIC TO BE ELIGIBLE FOR SUCH EXEMPTION.**

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –IV

Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

NOTE :- Bidder having NSIC/MSE Registration needs to attach copy of valid Certificate applicable for the tendered item.

8. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7 of B

9. Pre-Qualification / Technical Criteria

Pre-Qualification / Technical Bid of Bidders fulfilling the qualification criteria as mentioned below will only be considered for Technical and Commercial evaluation.

B. Pre – Qualification / Technical Criteria

ANNEXURE II

PRE QUALIFYING CRITERIA CLAUSE	PRE QUALIFICATION/TECHNICAL CRITERIA REQUIREMENT	DOCUMENT TO BE SUBMITTED
A	Participating bidders need to submit documentary evidence in respect of Approval/ Consent to operate certificate/ Authorization by Competent Pollution Control Board (Either State or Central) under provisions of E-Waste (Management& handling) rules, 2011 were published by the Govt. of India in the Ministry of Environment Forests.	<i>Valid approvals as documentary evidence</i>
B	Earnest money deposit INR 3000.00	<i>EMD by way of DD/Pay order /Bank Transfer</i>

1. Bidders may kindly refer to Annexure II for list of documents required to be submitted against Pre-Qualification/Technical criteria.

2. Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.

3. 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.

4. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Annexure- II - Prequalification / Technical Bid.
- C. Special Terms & Conditions
- D. General Terms & Conditions
- E. Annexure- I – Scope of Work
- F. Annexure- III – Price Bid.
- G. Annexure-IV-Declaration by Vendor
- H. Annexure V - Conditions for Online Bid submission

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.

5. Late Bids

No bidding is admissible in the E.Proc platform after the bid closing date.

6. Bid Validity

The offer shall remain valid for a period of three months from the date of opening of the Price Bid which will be normally two weeks from opening of Technical Bid.

7. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.

8. 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*)

9. Opening of Price Bid

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification / Technical Criteria as set by BL shall only be opened.

10. Complete Scope of Work

The complete scope of work has been defined in Annexure- I of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.

Inspection of the materials for disposal can be carried out between 10.00 AM to 4:30 PM at our factory [as per address given above] during normal working hours with prior appointment. The person(s) visiting our factory for inspection must bring a letter of authorization from the Organization they represent. However, Balmer Lawrie & Co. Ltd. reserves the right to restrict / permit entry of person(s) for such inspection.

11. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document-Annexure – I and II, would invite immediate dis-qualification from further consideration of the bid.**

12. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

a. Pre-Qualification / Technical Bid

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure II.

b. Price Bid (Annexure III is Price Bid)

The Highest bidder will be decided on the Nett delivered Price on per Kg. basis in Indian Rupee, for the item mentioned in the scope of work, inclusive of Duties, levies charges.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

Price bid should be filled as per the format provided (Annexure- III).

13. Payment Terms.

The terms of payment have been defined in Clause No. 5 of Special Terms and Conditions

C. SPECIAL TERMS & CONDITIONS.

1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Kolkata for INR **3000.00**(Three thousand only) Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order in favour of **Balmer Lawrie & Co. Ltd., payable at Kolkata, India**. The Demand Draft/Pay order has to be made from **a Scheduled Indian Bank**. EMD 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. The EMD is to be deposited within the Due date of the tender.

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

2. EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit.

3. Security Deposit (SD)

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 by a **Scheduled Indian Bank** within 15 days of receipt of the Purchase Order. 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.

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 delivery of the tendered service and

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

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

4. Security deposit is liable to forfeiture in the event of:

- a) Non Supply after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

5. Payment Terms:

Full payment will have to be made in advance and within 7 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.

6. Execution of Work

The successful bidder must ensure removal of items within 15 working days [it is including the 7 days given for payment] from the date of placement of call-up which means the vendor has to lift the material within 8 days from the date of making the payment. The contract shall be valid for one month from the date of placement of order.

7. Award of Contract

BL shall place the Purchase order on the Highest Quoted Bidder[H1] and as such it would be in the interest of the bidders to quote their most competitive price.

Negotiations, if held will be only with the Highest bidder[H1].

- a. In the event of more than one H1 bidder , then the entire quantity would be equally distributed among the H1 bidders.

8. Validity of the Contract :

- a. The Contract if any awarded against this tender will be valid for one month from the date of the Purchase Order.

- b. The quantity mentioned is only tentative and may increase or decrease.

D. GENERAL TERMS AND CONDITIONS

9. 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.

10. Scope of work

Scope of work for the tender shall be as mentioned in Annexure- I .

11. Reference for Documentation

Purchase Order Number must appear on all correspondence, Bills etc. or papers connected with the order.

12. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 7 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

13. Payment Terms

The terms of payment are as mentioned in Special Terms & Conditions Clause no.5.

14. Rejection of Bids

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

15. Delays

15.1 Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

16. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed terms, the dates can be extended by the tenderer on receipt of application from the bidder within stipulated period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend service covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

17. Statutory Provisions

The successful 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.

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 successful bidder or his agents or his employees in carrying out the job. The Successful bidder will ensure compliance of all Statutory / Legal provisions including payment of retrenchment compensation of its employees employed within the Company's premises.

The successful bidder shall follow the provisions of Employees Provident Funds and Miscellaneous provisions Act, 1952 and employees State Insurance Act, 1948, by obtaining license under these acts. The contractor will be solely responsible for complying with all the provisions of the act will indemnify the company against any claim made under these acts

either by the worker or by the Govt. Authority. No extra compensation / payment will be made to the bidder for these compliances.

18. Termination

Without prejudice to BL's 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 or any part thereof within The bidder fails to deliver the item within the stipulated Delivery Period
- iii. The bidder becomes bankrupt or goes into liquidation.
- iv. The bidder makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any substantial property owned by the bidder.
- vi. 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 stop the work.

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 EMD / Security Deposit will be forfeited

19. 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 endeavour to settle such dispute amicably. If the dispute is not amicably resolved within a period of 30 (thirty) days from the date of receipt of such notice by a Party, the dispute shall be settled by reference to the following for resolving disputes :

Dispute or difference shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by Head[IP], 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure-I

E) SCOPE OF WORK/SERVICE/BASIC REQUIREMENT

Disposal of E. Waste[Computers, Peripherals and Air conditioners through e.waste recyclers

Sl.no.	PC/Laptop/Printer	Qty.[Nos.]	Approx. Weight
1	PC	20	1000 Kg.
2	Printer - Inkjet	11	
3	Printer - DMP	11	
4	Printer - MDF - Network	2	
5	Printer - MDF	1	
6	Printer - Laserjet - Network	2	
7	Line Printer	1	
8	PLAIN PAPER FAX	1	
9	SIEMENS HIPATH 3550 EPABX	1	
10	INTERCOM[WIRING,DB BOX]	1	
11	EPABX	1	
12	Air Conditioner	11	

Annexure-III

F. Price bid to be filled by bidder

Sl.No.	Description	Estimated Weight[Kgs.]	UOM	Unit Rate [Rs/Kg]	GST %	Total Value[Rs.]
1	E- Waste	1000	Kg	Do not fill this column		
				Price to be filled online		
	Amount in Words [Rupees]:					

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	

Annexure-IV

BIDDER TO SUBMIT ON THEIR LETTER PAD
(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS
AS PER PUBLIC PROCUREMENT POLICY FOR MSE'S ORDER 2012.)

Dated

I/We, M/s,
address....., hereby declare that I/We
are registered as MSE supplier and have registered our UdyogAadhar
Memorandum (UAM) Number.....on Central Public Procurement
Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the
above claim through CPPP.

Company Authorized Signatory
(Seal & Stamp)

ANNEXURE-V

CONDITIONS FOR ONLINE BID SUBMISSION

Pre-Requisites Before Login to System(Software requirements.)

Minimum System Requirements:

- Updated System
- Minimum of 1gb RAM
- Pentium III or Later Processor
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired. It should be valid certificate

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

Latest JAVA 32 bit

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 in the Catalogue.

Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for Balmer Lawrie helpdesk officers

Contact Person of C1 India

e.mail-

- 1.Mr.Tirtha Das, Mob.9163254290 e.mail- tirtha.das@c1india.com
- 2.Mr.Tuhin Ghosh, Mob.8981165071 e.mail- tuhin.ghosh@c1india.com
- 3.Mr. Partha Ghosh [Kolkata] Mob,8811093299 e.mail:-partha.ghosh@c1india.com
- 4.Mr. CH.Mani Sankar[Chennai] Mob_8939284159 e.mail:-chikkavarapu@c1india.com
- 5.Ms.Ujwala Shimpi[Mumbai]022-66865608 e.mail-ujwala.shimpi@c1india.com

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class III) for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e Procurement 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.

Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts [EMD] if any, along with other documents as required, to the Tender Inviting Authority before opening of priced bid at our Paharpur Office. The bidder shall furnish the Demand Draft and other 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, 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.

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.

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.

Disclaimer Clause:

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.

SPECIAL INSTRUCTION

1. Bidders shall take print out of Price Bid Schedule from the Tender Document.
2. Filled in pages (shall be duly signed and stamped with company seal) shall be scanned and submit online.
3. **Bidder should mention the total value for the item as per Price Bid format in the space provided of 'Total Value'.**