



बामर लॉरी एण्ड कं. लिमिटेड  
**Balmer Lawrie & Co. Ltd.**

**TEMPERATURE CONTROLLED WAREHOUSE**

*Plot no.F-9/5*

*Additional Patalganga, MIDC*

*District, Raigad, Maharashtra*

*Mobile No 9866400155*

*E-mail: Choudhary.rr@balmerlawrie.com*

**CIN-LI5492WB1924GOI004835**

**TENDER NO: BL/LI/TCW-MUM/20-21/050**

**TECHNICAL / COMMERCIAL BID**

**Inviting Tender for**

**[Disposal of Used Shrink Wraps, cotton boxes, damaged**

**Wooden Pallets at**

**TEMPERATURE CONTROL WAREHOUSE AT**

**Additional Patalganga MIDC, Maharashtra]**

**DUE DATE & TIME: [23/06/2020 AT 17.00 Hrs.]**

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Scope of the Work	5
4	General Terms and conditions	6
5	Declaration accepting terms & conditions by bidder	10
6	Annexure –A	11
7	Price Bid	12

**NOTICE INVITING TENDER**

Sealed offers are invited from the eligible bidders who are willing to enter into Rate Contract for the subject tender “**Disposal of used Shrink wraps, carton boxes, Damaged Wooden Pallets**” at Temperature Controlled Warehouse at Additional Patalganga MIDC, Maharashtra as per terms and conditions and Bill of quantities listed elsewhere in the Tender Document.

Tenderers may download Notice Inviting Tender along with other tender documents from our site [www.balmerlawrie.com](http://www.balmerlawrie.com). Interested parties have to submit an EMD of Rs.3, 000/- (**Rupees three Thousand Only**) by Demand Draft/Pay Order. The DD/PO for Tender Fee, EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at [**Mumbai/ Navi Mumbai**]. The tenderer shall furnish the required information in **Annexure-A** along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers and EMD put together in sealed envelope super scribing **TENDER No. BL/LI/TCW-MUM/20-21/050 Dated 12/06/2020 “Disposal of used Shrink wraps, carton boxes, Damaged Wooden Pallets as is where is basis at temperature controlled warehouse at Additional Patalganga MIDC, Maharashtra ”** and shall be dropped in our tender box at the given address **within 23/06/2020 AT 17.00 hrs** addressing covering envelope as follows:

**Kind Attention:-Mr. Rakesh R. Choudhary**  
**BALMER LAWRIE & CO. LTD.**  
**TEMPARATURE CONTROLLED WAREHOUSE**  
**Plot no.F-9/5**  
**Additional Patalganga MIDC,**  
**Near Chawne Village,**  
**Mobile No 9866400155,**  
**E-mail: [Choudhary.rr@balmerlawrie.com](mailto:Choudhary.rr@balmerlawrie.com)**

**CIN-LI5492WB1924GOI004835**  
**TENDER NO: BL/LI/TCW-MUM/20-21/050**

S. No	Description	Details
1	Name of Work	Disposal of Used Shrink wrap rolls, used cotton boxes, damaged wooden pallets as is where basis at Temperature Controlled Warehouse at Additional Patalganga MIDC, Maharashtra.
2	Tender No	<b>BL/LI/TCW-MUM/20-21/050</b> <b>DT.12/06/2020</b>
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Contract Period	24 MONTHS FROM DATE OF ISSUING THE PO.
5	EMD	Rs. 3000/-
	Downloading / Submission of Tender	
	a. Starts on	12/06/2020 5.00 PM
	b. Closes on	23/06/2020 5.00 PM
	Opening of Tenders	23/06/2020 5.30 PM

**1. List Of Document to be Submitted:**

The signed and stamped copies of following documents should be sent as part of the technical/commercial bid submission

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Income Tax PAN Number.
- d. GST Registration , a copy of the same is to be submitted.

## 2. VERIFICATION OF DOCUMENTS/ SUBMISSION OF BIDS/ CANCELLATION OF BIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the bid submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete bids are liable for rejection without any reference to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. If at any stage it transpires that any party submitted false or forged documents may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, may not be considered for commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.
- j. The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time in the Balmer Lawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com). The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## 3. BID SUBMISSION:

Tenderers are advised to download Notice Inviting Tenders along with other tender documents from our website [www.balmerlawrie.com](http://www.balmerlawrie.com). Interested parties are required to pay an interest free EMD of Rs.[**3,000/- (Rupees three thousand only)**] by separate Demand Drafts/Pay Orders of any scheduled bank drawn in favour of BALMER LAWRIE & CO. LTD., payable at Mumbai/Navi Mumbai. Offer submitted without EMD will be rejected. However, submission of EMD is exempted for NSIC / MSME registered parties on submission of copy of valid registration certificate. **MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original instruments/drafts should reach our address of communication prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address.

Bidders are requested to submit their offer in a sealed envelope super scribing the tender reference no. There should be two envelopes one envelope will contain the signed tender documents as Part-1 and the other envelope should contain Price Bid only as Part -2. Both the envelope shall be put in one bigger envelope and shall be super scribed with the Tender Reference No. This above shall be send to below mentioned address on or before the date of submission,

#### 4. Special Note

- a. Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- b. The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the Balmer Lawrie website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

#### 5. Filling of Tender Documents

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorised representative shall sign all documents that needs to be submitted. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be submitted and produced later on for verification by Balmer Lawrie if asked.

#### SCOPE OF WORK

MATERIAL CLASSIFICATION: Various categories of scrap items with approx. quantities covered by this tender are listed below. Quantities available now are only for the purpose of reference. The scarp materials may be inspected by the bidders between 10.00 AM to 3.00 PM on any working day after prior intimation with BL Official -Mr. Rakesh R. Choudhary Mobile No: +91 9866400155. The representative calling for inspection shall bring our tender form.

**EXECUTION:** Successful tenderer shall accept all the earmarked scraps for purchase of "**Disposal of Used Shrink wrap rolls, used cotton boxes, damaged wooden pallets as is where is basis**". The contractor should completely remove the accumulated scrap **within 3 days** after making the necessary payment. This should require to be done on a regular basis thereafter after prior intimation by the company official.

**General Terms & Conditions:**

**1. Eligibility Criteria :**

- a. Payment of EMD of Rs.3000 /- (Parties having MSMED/NISC certificates are exempted from payment of EMD).
- b. Party should have valid GST number, copy of the same is to be submitted
- c. Bidder should not be black listed by any PSU or by Government department ,self-declaration for the same is to be submitted by the bidder on their companies letter head.

**2. Submission Of Bids**

Bidders are requested to submit their offer in a sealed envelope super scribing the tender reference no. There should be two envelopes one envelope will contain the signed tender documents as Part-1 and the other envelope should contain Price Bid only as Part -2. Both the envelope shall be put in one bigger envelope and shall be super scribed with the Tender Reference No.

**3. Tender Opening**

The price bid of only those bidders who qualify the technical Bid will be opened.

**4. Acceptance of offers**

- a. Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- b. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- c. The decision of Balmer Lawrie in this connection will be final.
- d. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

**5. Negotiations**

- a. Tenderers will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications, if required, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- b. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

**6. Price Variation**

The price should be firm and irrevocable and not subject to any change whatsoever till the validity of the contract period.

**7. Notification Of Award**

Prior to the expiry period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

**8. Contract Period**

24 Months from the date of receipt of LOI or Work Order whichever is earlier.

**9. Security Deposit / EMD**

The Earnest Money Deposit of Rs 3,000/- of the successful bidders will be converted into Non-interest bearing Security Deposit (SD) and shall be retained till completion of the contract/extended contract period. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenders. EMD of unsuccessful bidders will be returned after finalization of the contract and acceptance by the successful bidder.

**10. Sale & delivery procedure**

- a. Once offer is accepted, the part disposal of the lot will not be considered and the bidder will have to take full delivery of the goods with all fault and flaws, in the condition, description etc. of goods irrespective of whether the same was actually inspected or not and no selection or sorting whatsoever of the goods will be allowed. Quantities and weight stated are approximate. Sale should not be invalidated by reasons of any defect/ fault, if any, of the lot or on account of lot being incorrectly described and no compensation shall be paid in respect of any such faults or error in description. No claim for damage or loss of any kind will be entertained.
- b. Segregation and collection of the related items will be the responsibility of the successful bidder of the items with due permission of the Officer (s) of Operation/Administration of TCW.
- c. The successful bidder will collect Delivery Order from our office after making requisite payment due for the items and quantities allowed by BL for lifting at any instant of delivery. The Delivery Order will be issued in favor of successful bidder only at time interval/frequency as stated above. The unsuccessful bidder will apply for refund of EMD, which will be refunded at the earliest without any interest.
- d. Full value of materials against lot as quoted and accepted, will have to be deposited within 7 working days from the date of receiving of the Order. If the buyer fails to take the delivery of the goods within the maximum period of time permitted by Balmer Lawrie, the Money Deposited by them including EMD will be automatically forfeited.
- e. On payment of the value of the disposable items, the party will be allowed to enter their vehicle for loading of cargo. Part delivery is sole discrepancy of the Company.
- f. Statutory charges e.g. Taxes and duties payable on the goods purchased will be recovered from the successful bidder.
- g. Earnest Money Deposit will be forfeited if the successful bidder commits any breach of terms & conditions of the tender.
- h. Intimation in respect of description of materials, estimated weight, price, schedule of payment, delivery schedule etc. will be given in the Letter of Intent/Delivery Order.
- i. The successful bidder will be responsible for damage to company's/outsider's properties or injury to company's/outsider's personnel caused by their men/vehicles etc. in course of their work and shall keep the company indemnified against all losses or damage and bear expenses or consequences arising thereof.
- j. In case of dispute or difference over the interpretation of working of these conditions, the decision of Balmer Lawrie & Co. Ltd. shall be final and binding on all concerned.
- k. The Company reserves the right to accept or reject the whole or part of the offers/tender and may withdraw any of the item at any point of time and may also re-tender the cargo. The Company

will also reserves the right for any change in tender document with due approval from the Authority.

### **11. Payment Terms**

Within same day of purchase of the Material, Payment will have to be released to our A/c department, after deduction/added of necessary applicable taxes.

### **12. Sub-letting of Work**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

### **13. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

### **14. Termination**

The contract can be terminated by either party by giving 3 (Three) months' notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

### **15. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.



***In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018***

#### **16. Purchase preference policy for MSE Vendors**

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

#### **17. Compliance of GST**

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

**18. TDS Compliance :Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.**

***BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.***

***TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.***

***Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.***

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/LI/TCW-MUM/20-21/050 DT.12/06/2020 I hereby confirm our acceptance of the same.

Place: Signature of Tenderer

Date: Name & Address

Telephone Nos.

Office:

Fax Nos. :

**PARTICULARS OF THE TENDERER'S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Proprietorship / Partnership / Private Limited Co., / Public Limited Co.	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC (Registrar of company) submitted	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed	
<b>10</b>	Whether copy of latest Income Tax Return enclosed	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate Enclosed	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registered as MSME/ NSIC	
<b>15</b>	In case of registered as MSME / NSIC provide registration number and copy of registration certificate.	

**PRICE BID**

**ITEM: DISPOSAL OF USED SHRINK SCRAP , USED COTTON BOXES , Damaged Wooden Pallets**

Tenderer should quote the rates as per the following format:

S.No	Description of Material(in brief)	Estimated Qty	Unit Rate [Rs]	Amount
1)	Used Shrink roll	250 kg	Per kg	
2	Used Carton Boxes	1500 kg	Per kg	
3	Damaged Wooden Pallets	3000 Kg	Per Kg	
	<b>GST</b>			
	<b>Grand Total</b>			

Place \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

Name & Address \_\_\_\_\_