



**BALMER LAWRIE & CO. LTD.**

CONTAINER FREIGHT STATION

*[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707*

*Phone No 2724 0466 /2724 2988, Fax No. 2724 2943*

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**TENDER NO: BL/CFS/MUM/595**

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**[ Cleaning of Drainage System inside CFS ]**

**DUE DATE & TIME: [01/05/2018 11.00 AM ]**

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**NOTICE INVITING TENDER**

Online bids are invited from the registered Vendors in our CFS or any other units of Balmer Lawrie and who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract for **Cleaning of Drainage System inside CFS**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder's credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	<b><u>Cleaning of Drainage System inside CFS</u></b>
2	Tender No	<b>BL/CFS/MUM/595</b>
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	<b>One year</b>
5	Tender Fee	<b>Not applicable</b>
6	EMD	<b>Rs. 5000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>21/04/2018 3.00 pm</b>
	b. Closes on	<b>01/05/2018 11.00 am</b>
8	Opening of Tenders	<b>01/05/2018 11.30 am</b>

**1 LIST OF DOCUMENTS TO BE UPLOADED**

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- Income Tax PAN number
- GST Registration number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.

**In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.**

## 2 VERIFICATION OF DOCUMENTS

- a) Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b) Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender 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 Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e) Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work 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.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.[5000/- (*Rupees five thousand only*)] by Demand Draft/Pay Order at our above address. The DD/PO EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at [Mumbai]. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD. SCT/ST Category having MSMED/NSIC certificates should specifically mention . 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.**

Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address 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. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

**1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

**1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders may contact the following resource persons for any assistance required in this regard.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	<a href="mailto:Tirtha.das@c1india.com">Tirtha.das@c1india.com</a>	+91-9163254290
Ravi Gaiwal	<a href="mailto:Ravi.gaiwal@c1india.com">Ravi.gaiwal@c1india.com</a>	02266865611
Tuhin Ghosh	<a href="mailto:Tuhin.ghosh@c1india.com">Tuhin.ghosh@c1india.com</a>	+91-8981165071
Ujjal Mitra	<a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a>	+91-77026 69806

**1.2 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate 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.

**2. Special Note**

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- 2.2 Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- 2.3 No Printed or posted Bids / offers shall be accepted.
- 2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.

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- 2.5 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- 2.6 Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- 2.7 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 e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**3. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 **Bidder should take print out of price bid and fill the relevant details and upload the same after putting sign and stamp.**

The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

**SCOPE OF WORK**

The successful tenderer shall have to undertake the following work:

Cleaning of Drainage system (major & minor) inside our CFS including removing all debris/silt out from CFS premises as per detailed specification of job set out in **Part-B(Price Bid)** along with this tender. Any material like water, chemicals etc. is to be supplied by the vendor only. Work has to be done at least twice a month.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria For Techno-Commercial Bid**

- a) Payment of Interest Free EMD of Rs. **[5 000/-]**
- b) Bidder should be a register Vendor of Balmer Lawrie CFS or any other units of Balmer Lawrie & Co. Ltd.
- c) The party should have experience in carrying out similar jobs in last three years.

### **2. Submission Of Bids**

The bids should be submitted in single bid process  
For Price Bid, only the rates are to be submitted as per given format.

### **2. Tender Opening**

Unprice and price bid will be opened as per tender calender as it is a single bid.

### **4. Acceptance of offers**

- 4.1 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.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as

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admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

- 4.4 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**

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 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**

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

**7. Notification Of Award**

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

**8. Contract Period**

The contract will be for a period of **[12 months effective from date of LOI / Work order ]** or such date as may be mutually agreed. On Completion of the Job during the initial contract period of **[12 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions.

**9. Security Deposit / EMD**

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract/extended contract period.

**10. Payment Terms**

Payment will be released within 15 (fifteen) days from the date of submission of invoice after due certification by our authorized official in the following month.

**11. Liability & Ensuring Safety**



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The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor.

**12..Safety and penalty:**

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In charge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs.1000 will be charged

**13.Deployment of Manpower :**

The Contractor should provide all safety equipments (including reflective jackets safety shoes etc.Hand Gloves, Masks etc.) required by all their workmen for discharging their work The Company will not be responsible for non adherence of Safety norms by the Contractor/his workmen The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of the Company The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards

**13. 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.

**14.. 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 IR 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.

**13. Termination**

The contract can be terminated by either party by giving 3 clear 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.

**14. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and 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 and 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.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/595 and hereby confirm our acceptance of the same.**

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

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Fax Nos. :

**ANNEXURE – A**

**PARTICULARS OF THE TENDERER'S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	

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<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 uploaded	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GSTRegistration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSEMED act	
<b>15</b>	In case registered under MSMED provide registration number and copy of registration certificate.	

**PART- B : PRICE BID**

<b>Name of work:- Drainage System Cleaning Work at Balmer Lawrie CFS</b>					
<b>Sr No.</b>	<b>Particulars</b>	<b>Unit</b>	<b>No of months</b>	<b>Rate per month</b>	<b>Amount</b>
		Monthly			
1	Drainage Line (Major/minor) cleaning by Manually. Removing all debris out from drainage line, brushing and shifting all debris out from Balmer Lawrie Yard. Including transportation/ Labour Charges. ( Major Drain Line- <1200m) / (all minor drains inside Balmer Lawrie Yard )		12		
	Add : GST @				

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				<b>Total</b>	
<b>Amount in Words -</b>					

We have understood the terms & conditions set out in Tender Enquiry No. BL/CFS-MUM/595 dated 21.04.2018 and hereby confirm our acceptance of the same.

Place :

Signature :

Date :

Name :

Designation :

Seal :