

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]

Tender No : BLC/CFS/W&D Handling/39



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[No.32, Sattangadu Village, Manali, Chennai-600068

Phone No 25941813 /25942557, Fax No. 25941863

[E-mail: dutta.g@balmerlawrie.com]

TENDER NO: BLC/CFS/W&D Handling/39

Dt. 20.02.19

Tender Document for

Engaging of Handling contractor at Coimbatore Warehouse

DUE DATE & TIME: [02/03/2019 at 14:00 Hrs]

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NOTICE INVITING E-TENDER

On line bids in single bid system are invited from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions for undertaking the subject contract for loading of cargo at Coimbatore warehouse on contract basis.

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	Loading of cargo from the warehouse to trucks at Coimbatore Warehouse
2	Tender No	BLC/CFS/W&D Handling/39
3	Validity Of Offer	45 days from the date of opening of the price bid
4	Completion Period	Two year w.e.f. 01.04.19
5	EMD	Rs.3000/-
6	Submission of Tender :	
	a. Starts on	20.02.2019
	b. Closes on	02.03.2019 at 14.00 Hrs
7	Opening of Tenders	02.03.2019

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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- 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 two years
- Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- 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.
- 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.**[3000/- (Rupees Three thousand only)]** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Chennai]**. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) on submission of valid copy of registration certificate. 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>

Bidder 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 BalmerLawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159
Ujjwala (Mumbai)	ravi.gaiwal@c1india.com	+91-22-66865633

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

- 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.
- 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.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 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.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- 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 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. 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 scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work **at the premises situated at:**

**Balmer Lawrie & Co Ltd,
Warehouse,
5/245 Thadagam Main Road, Coimbatore, 641 108**

Detailed Scope of work:

- a) Loading of cargo from the warehouse into the trucks on a daily basis & as and when required**
- b) It is estimated that 11000 cartons is expected to be handled every month.**
- c) Collection and removal of wastage/garbage from warehouse premises, cleaning of toilets and grass cutting.**
- d) Incidental work**

The Successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), and other applicable labour enactments as amended from time to time, in respect of personnel deployed by contractor in Company's premises. There is no privity of contract between the workmen of the contractor and BL. Issues whatsoever should be settled by the contractor with the workmen deployed by him. No claims from the workmen of the contractor will be entertained by the company.

The successful bidder shall submit a detailed list of the personnel deployed by them in the Company's premises, which shall include the name, address, date of birth and identity proof

of the personnel only then they would be permitted entry into the Company's premises after verifying the same and issuance of entry passes.

The successful bidder shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by them in the company's premises and shall keep the company indemnified thereof.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

- 1) Payment of EMD Rs.3000/- (MSME/NSIC bidders are exempted from payment of EMD on submission of proof of valid certificate)
- 2) The bidder must have two years' experience in handling of cargo in a warehouse or CFS ending with 31st Dec 2018 (proof to be attached)
- 3) Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required and should be attached)

2. Submission of Online Bids

The Single Bid tender documents may be uploaded on e-Procurement platform at <https://balmerlawrie.eproc.in>

Bidders are required to take the print out of this tender document, fill the rates in Price Bid Page No. 12 and upload the same after digitally signing & stamping in E-proc portal.

The entire bid to have digital signature of the person having Power of attorney/power of authority to sign on behalf of the bidder.

3. Tender Opening

[A] Bid would be opened as per Tender Calender

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 would like to place order for carrying out the said work as mentioned in the scope of the work and in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder.
- 4.4 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 admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.5 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 whichever is earlier. 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 45 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 intent on the successful bidder(s).

8. Safety

The bidders are strictly advised to follow the various safety aspects as per HSE norms in attending to the above work while stacking the cargo at various heights. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

The Contractor has to be followed company's HSE guideline while carrying out the work.

- a) Permit to be obtained from concern officer in charge, while work at height.
- b) Hot work permit to be obtained from concern officer in charge before starting the work.
- c) Proper PPE usage has to be ensured.

9. Contract Period

The contract is valid for two years w.e.f. 01.04.19. The contract period may be extended further on the successful bidder for a period of one year at the same rates and conditions with a mutual consent if performance found to be satisfactory.

10. Earnest Money

Before the last date and time of bid opening, the bidder is required to submit at Chennai office (please refer Notice Inviting Tender) the EMD of Rs.3000/- (Rupees three thousand only) by way of a bank draft payable at Chennai favoring Balmer Lawrie & Co Ltd. The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform after the job order placed by the Company or lack of interest to perform the contract.

The EMD of unsuccessful bidders would be returned after finalization of contract. The EMD of successful bidder would be retained and would be returned without interest after payment of security deposit.

11. Payment Terms

Payment would be made within 10 days from the date of submission of monthly bills.

12. Plant Visit / Contact Person

The bidders are advised to visit the site to understand the tender requirement in detail. For any clarification / Queries you may please contact R. Raghupathi, Chief Manager(CFS) or Gaurab Dutta, Assistant Manager (Commercial) Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone (044)-25940643

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. Liability & Ensuring Safety

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property within Balmer Lawrie- warehouse premises. Any damage to life and / or property inside the warehouse premises due to negligence would be to the account of the contractor.

15. 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 while handling the cargo inside the warehouse premises. 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.

16. Termination

The contract can be terminated by either party giving 3 month's notice in writing. However in case of serious breach of contract by the bidder, the Company reserves the right to terminate the contract without notice.

17. Force Majeure Conditions:

Completion of work is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Completion of work under the contract shall be resumed as soon as practicable.

18. Declaration of UAM by MSME vendors

It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012.

19. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BLC/CFS/W&D Handling/39 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

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. /LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Tax Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED Bidder must state whether they belong to SC/ST category	

Price Bid

Appointment of handling contractor at Coimbatore Warehouse

Sl.No	JOB DESCRIPTION	Estimated Qty per month (approx)	Rate Per box (25-50 kgs)	Total Amount (Rs)
01.	Loading of cargo from the warehouse into the trucks on a daily basis as and when required	11000 Box (per month)		
02.	Collection and Removal of garbage / waste from warehouse including toilet cleaning and grass cutting Rate per month	Lump Sum		
	Total Amount for one month			
	Total Amount for 24 months			
	Add: CGST @			
	SGST @			
	Total Contract Value =====>>			

Date :

Signature with seal

Place :

Name of the Company

Bidders are required to take the print out of this tender document, fill the rates in Price Bid Page No. 12 and upload the same after digitally signing & stamping in E-proc portal.