



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

E-mail: *koli.ka @balmerlawrie.com*

TENDER NO: BL/CFS/MUM/658 dt 01/08/2019

CIN - L15492WB1924GOI004835

TECHNICAL / COMMERCIAL BID

Tender Document for

FOR DESTRUCTION OF UNCLAIMED / UN DELIVERED CARGO.

DUE DATE & TIME: 06 /08/ 2019 [at 5.00 Pm]

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NOTICE INVITING TENDER

Sealed offers are invited from the Reputed & experienced parties and willing to enter into Rate Contract for the subject tender "**DESTRUCTION OF UNCLAIMED / UN DELIVERED CARGO**" at our Balmer Lawrie & Co.Ltd, Container Freight Station Plot no.1, Sector-7, ,Dronagiri Navi Mumbai as per our requirement detailed in Scope of Work & General terms and conditions.

Tenderers may download Notice Inviting Tender along with other tender documents from our site www.balmerlawrie.com Interested parties have to submit an interest free EMD of Rs.5,000/- (**Rupees Five thousand only**) by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at [Mumbai/Navi Mumbai]. However, payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of 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 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/CFS/MUM/658 Dated 01/08/2019 DESTRUCTION OF UNCLAIMED / UN DELIVERED CARGO** " and shall be dropped in our tender box at the given address **within 06/08/2019 at 5.00 PM** and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
PLOT NO.1, SECTOR-7, DRONAGIRI NODE
NAVI MUMBAI - 400 707**

S. No	Description	Details
1	Name of Work	<u>DESTRUCTION OF UNCLAIMED / UN DELIVERED CARGO</u>
2	Tender No	BL/CFS/MUM/658
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	One year from the date of place of LOI/ Work Order
5	Tender Fee	NIL
6	EMD	Rs. 3000.00
7	Downloading / Submission of Tender :	
	a. Starts on	01/08/2019 at 5.00pm
	b. Closes on	06/08/2019 at 5.00 pm
8	Opening of Tenders	06/08/2019 at 5.30 pm

A. LIST OF DOCUMENTS TO BE UPLOADED:

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN number
- c. G.S.T Registration number
- d. Chartered accountant's certificate or Audited / Certified Balance sheet of tenderer's company for last two years

B. VERIFICATION OF DOCUMENTS:

- a. Tenderers or their authorized representative may be required to come to our office **POSITIVELY** as intimated along with 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 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 put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

1. SPECIAL NOTE:

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on 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 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 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 Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

2. FILLING OF TENDER DOCUMENTS

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 2.4 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 produced.

SCOPE OF WORK

The work relates to destruction of identified unserviceable General & Non-Hazardous Cargo inter alia covering the following responsibility areas:

1. Deciding location for carrying out destruction activities (incineration) and obtain necessary permission /NOC from the Customs, Health Department, PESO, Port Health Office, Drug controller office, M.P.C.B and any other concerned authorities as per requirement.
2. Sample collection and Laboratory test, if required to justify the nature of cargo
3. Arrangement of Relevant Authorities involved in Destruction/ Incineration Activity.
4. Furnishing all the necessary Compliances , Certificates etc. to justify the destruction/ incineration of the cargo in Customs
5. Transport arrangement of Containers from CFS to destruction site/ Incineration site, emptying and return back to empty yard.
6. Customs Overtime and Sundries etc., if any.
7. Arrangement of transportation for Customs Officials involved in destruction/ Incineration work , if required.
8. Arrangement of Labour, safety aids, chemicals, medicines, necessary equipment, tools and tackles Etc. required for destruction/ Incineration activity.
9. Arrange for destruction/ Incineration of unclaimed cargo and obtain final Destruction Certificate along with signed copy of Punchnama from Customs/ Police /health or any other authorities as per statutory requirement.
10. Any other job incidental to carrying out the required destruction of the cargo.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. [3 000/-]

Note: EMD is exempted for the MSME and NSIC registered vendors however they have to produce valid registration certificate

- b) The tenderer should have three years' experience of successfully executing similar unclaimed cargo destruction activity as on 31st March 2019. Copies of order/experience certificate should be enclosed as supportive documents
- c) The tenderer should have valid GST Registration number, copy of GST registration should be submitted.
- d) The tenderer should not be black listed by any PSU or Govt. Department. Self-declaration for the same is to be submitted by the tenderer on their company's letter head.

2. Submission Of Bids

The bids should be submitted in single bid process

Technical / Commercial Bid [Unpriced] with Price bid

For Price Bid, only the rates are to be submitted as per given format.

3. Tender Opening

Unprice and price bid will be opened as per tender calendar 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 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. Completion Period

Contract under this tender will be for a period of three month effective from the date of issuance of Work Order/LOI.

9. Security Deposit / EMD

Tenders without EMD of Rs.3,000/- (Rupees ten thousand only) will be rejected. EMD of the successful bidder will be converted into Security Deposit towards successful performance of the contract and will be refunded only after completion of contract period. In the event of non-performance, the security deposit shall be forfeited. EMDs of unsuccessful tenderers shall be refunded only after finalization of tender.

10. Payment Terms

Payment will be released within 10 (Ten) working days from the date of submission of invoice along with copy of Destruction Certificate/Punchnama etc.

11. 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.

12. 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

13 GENERAL SAFETY, SECURITY & OTHER REGULATIONS

The contractor will be responsible for ensuring proper conduct & behaviour of the personnel deployed by him so as to maintain the laid down safety and security rules & regulations at BL-CFS, Dronagiri. The contractor shall comply with the provisions of the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, ESI, PF, Bonus, Gratuity, etc. or any other Statutory Acts/Rules, which are applicable as per the Statute, in respect of the personnel employed by him.

14. SPECIAL INSTRUCTION

In case of any query/clarification, the tenderer may contact our Mr. Milind Barve Dy.. Manager(OPS),
Mobile No.8828226199 / K.A.Koli Assistant Manager(Commercial) Mobile no. 9892384603

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender NoBL/CFS/MUM/658 dt. 01/08/2019 hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

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	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	G.S.T Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSEMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

PRICE BID

Tender No. BL/CFS/MUM/658

Date: 01/08/2019

ITEM : TENDER ENQUIRY FOR DESTRUCTION OF UNCLAIMED / UN DELIVERED CARGO.

Sl.No.	Description of Item	Approx. Quantity	Rate [Rs.]
1.	Incineration charges of destruction of Unclaimed / un delivered cargo	LS	
2	GST		_____ %
	TOTAL :		

Note : Above rates include Octroi clearing charges, cess , Autoclave /Shredding charges or any additional charges incurred for completing destructing activities..

We have understood the terms & conditions indicated in the Tender Enquiry No. BL/CFS/MUM/ 658 dated 01/08/2019 and hereby confirm our acceptance of the same.

Note : Bidder should visit our CFS & examine the cargo before submitting their offer.

Place :

Signature :

Date :

Name :