Tender No: BL/CFS/MUM/689 dt. 15/02/2020



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]
CIN-LI5492WB1924GOI004835

TENDER NO: BL/CFS/MUM/689 TECHNICAL / COMMERCIAL BID

Tender Document for

[Providing Photocopying Machines On Hire Basis]

DUE DATE & TIME: [25/02/2020 at 5.00PM]

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NOTICE INVITING TENDER

Sealed offers are invited from the vendors who are already registered /enlisted with our CFS OR any other unit of Balmer Lawrie for Providing Photocopying Machines on Hire Basis — 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. [3000/- (Rupees Three 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]. However, submission of EMD is exempted for MSMDED/ NSIC Vendors on submission of valid MSMED/NSIC certificate. SC/ST category having MSMED /NSIC certificates should specifically mentioned. 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/689 Dated 15/02/2020 "OFFER FOR Providing Photocopying Machine on Hire Basis—." and shall be dropped in our tender box at the below address within 25/02/2020 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	Providing Photocopying Machines on Hire Basis
2	Tender No	BL/CFS/MUM/689
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	One year.
5	Tender Fee	Not applicable for this tender
6	EMD	Rs. 3000/-
7	Downloading / Submission of Tender :	
	a. Starts on	15/02/2020 at 3.00 pm
	b. Closes on	25/02/2020 at 5.00 pm
8	Opening of Tenders	25/02/2020 at 5.30 pm

1. LIST OF DOCUMENTS TO BE SUBMITTED

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

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN certificate copy.
- c. GST registration certificate

2. 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.

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- 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 as per the date and time mentioned in the tender.
- Bidders are advised in their own interest to ensure that bids are submitted by dropping in tender box well before the closing date and time of bid.
- 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. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

2. Submission 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 need to be enclosed with tender document. 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.

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Scope of Work

- 1. Supply of 02 Nos. Photocopiers of reputed brand on Hire basis for photocopying of our documents to be charged on "Per Copy" basis. The approximate copying volume will be 5000 to 10000 copies per month. However, the volume is only estimated one and the Company does not guarantee any minimum/ maximum volume.
- 2. The photocopier machines should be equipped with following features
- a) Network enabled printing
- b) Duplex Printing and automatic documents feeder should be present
- c) Multi-function imaging system with mail box facility should be present
- d) Should be capable of photo copying, printing & printing in pre-printed letter head papers
- e) Network enabled scanning in Black & White colour.
- f) The option to send FAX should be present
- g) The machine should be compatible to Windows
- h) The option to print form USB should also be present
- i) The machine to be offered should be kept in good working condition at any given time through proper periodic maintenance and stocking of cartridges etc.
- **3.** All spares and consumables excluding paper shall be supplied free of cost by the selected vendor.
- **4.** Regular preventative maintenance shall be carried out on a monthly basis by the vendor at their cost.
- **5.** Breakdown maintenance calls shall have to be attended by the selected vendor within 24 hours of lodging the complaint at their service centre.
- **6.** In case the machine is under breakdown for want of any part or any other defect and if the machine is under breakdown for more than 24 working hours, a stand by machine has to be provided.
- 7. The company will provide suitable place for machine with required electrical connection/fittings.
- **8.** No deposits /advance to be paid to bidder.
- **9.** The photocopying machine shall be in a perfect running condition and not older than three years from the date of floating the tender.
- 10. Upon awarding of the contract, two photocopy machines shall be delivered and installed at our office within one week free of any delivery charges
- **11.** Bidder shall be responsible for keeping the machine under comprehensive insurance coverage during the contract period at their cost.
- **12.** In the event of non compliance of any of the stipulations given above, the contract will be liable for terminations.

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GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

- a) Payment of Interest Free EMD of Rs. [3,000/-] MSME / NSIC certified units are exempted from paying EMD.
- b) Party should have valid GST Registration number.
- c) Bidder should not be black listed by any PSU or Govt. Institutions, self-declaration for the same is to be submitted.

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.

3. Tender Opening

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

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. Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 4.3 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.
- 4.5 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.

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:

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to

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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:

Total period of contract will be for one year with effect from the issuance of LOI /WO. The contract can be extended for another one year on same rate, terms and conditions if mutually agreed.

9. Security Deposit / EMD

The Earnest Money Deposit of Rs. 3000.00 of the successful bidders will be converted into Non-interest bearing Security Deposit (SD) and shall be retained as Security Deposit till completion of contract. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract.

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 order.
- c) Any unilateral revision made by the bidder during the validity period of the offer.
- d) Non submission of Security Deposit.
- e) Bidders submitting false/fabricated/bogus documents in support of their credentials

10. Payment Terms

Bill to be submitted on quarterly basis as per the actual meter reading & Payment will be released within 10 (ten) days from the date of submission of quarterly invoice after due certification by our authorized official.

11. 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.

12. 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.

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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.

13. 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

14. 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.

15. 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/689 dt. 25/02/2020 and hereby confirm our acceptance of the same.

Place:	Signature of Tenderer
Date:	Name & Address
	Telephone Nos.
	Office:
	Fax Nos. :

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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 enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate enclosed	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

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PRICE BID

SI.No.	Description	Rate
	Rate Offered per copy (Beyond 10000 copies per month & per machine)	Rs per copy
2	Rental Charges (Per month and Per machine)	
3	GST	

Note: Bidder has to provide 10000 copies free of cost per month per machine. Rate per copy will be applicable after generation of 10000 copies i.e. from 10001.

Place	Signature of Tenderer
Date	Name & Address