

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

**Tender No : BLC/CFS/FLT AMC/31**



**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/FLT AMC/31**

**Dt. 21.03.20**

**Tender Document for**

**Annual Maintenance contract for 3 MT Forklift**

**DUE DATE & TIME: [ 31/03/2020 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 executing the Annual Maintenance work of 1 3MT forklift and providing 1 operator including spare parts as & when required.

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>Annual Maintenance contract for 3MT Voltas Forklift.</b>
2	Tender No	<b>BLC/CFS/FLT AMC/31</b>
3	Validity Of Offer	<b>60 days from the date of opening of the price bid</b>
4	Completion Period	<b>One year w.e.f. 16.04.20</b>
5	EMD	<b>Rs.3000/-</b>
6	Submission of Tender :	
	a. Starts on	<b>21.03.2020</b>
	b. Closes on	<b>31.03.2020 at 14.00 Hrs</b>
7	Opening of Tenders	<b>31.03.2020 at 15.00 Hrs</b>

#### **1. LIST OF DOCUMENTS TO BE SUBMITTED:**

The scanned copies of following documents should be submitted along with price bid.

- 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 companies/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.
- 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 three 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 proper verification may result in rejection of the tender submitted by them without further communication.
- 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.
- 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 and 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 **on-line Bank Transfer** in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). Offer submitted without EMD will be rejected. However, payment of EMD is exempted for and Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. The bidder shall furnish EMD through on-line Bank Transfer. 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.**

**EMD: The bidder shall furnish EMD through on-line Bank Transfer** in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK)

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.

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b>		
<b>(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))</b>		
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>		
<b>Contact Nos. and email IDs for BalmerLawrie helpdesk officers</b>		
<b>Name</b>	<b>E-mail</b>	<b>Phone Numbers</b>
<b>Tirthadas</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>
<b>Tuhin ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>
<b>Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	<b>+91-8939284159</b>

Ravi Gaiwal (Mumbai)	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	+91-22-66865633
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## 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 bids will be accepted physically or by post.
- 2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.5 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 e-tender from time to time.
- 2.6 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:

### **Detailed Scope of work:**

#### ***The broad responsibility areas of the Contractor will inter alia be as under:***

The contractor has to provide mechanic who will be positioned at our CFS to attend the day-to-day problems arising out of operation of the forklift.

All spares parts oil, lubricants & other maintenance related materials would be supplied by the contractor and the cost would be borne by contractor.

Attending to all types of mechanical problems, electrical problems etc., including replacement of batteries & Tyres would be within the scope of the contractor.

Diesel will be provided by Balmer Lawrie.

The contractor should also provide one operator for operating the forklift inside the CFS in shifts as required by the company. The contractor has to pay salaries to the operator & mechanic directly. 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, valid license to operate the fork lift etc, 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.

***The above list is illustrative and not exhaustive and the bidder will arrange for spares and accessories and rectify / replace the same.***

## **GENERAL TERMS AND CONDITIONS**

### **1. Experience Criteria**

- a) Payment of EMD Rs.3000/- (MSME / NSIC bidders are exempted from payment of EMD subject to submission of proof of valid certificate) **Online Mode only.**
- b) At least 3 years' experience in doing similar business viz., Forklift hire, operations and maintenance of Forklift ending as on 31.12.19
- c) Should have minimum average turnover of Rs. 2.0 L per year during the last 3 years ending 31<sup>st</sup> March 19. (Proof to be attached).
- d) The Bidder must have GST Registration (Proof to be attached)
- e) Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required)

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

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

[A]

Only the rates are to be filled as per given format.

The entire bid is 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 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.
- 4.3 Balmer Lawrie would like to place order for providing Comprehensive Annual Maintenance contract for Supply of 1 operator and maintenance of 3MT Voltas make Forklift mentioned 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/

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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 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 is valid for one year w.e.f. 16.04.2020. The contract period may be extended further period of one year to the successful bidder if performance found to be satisfactory under the same rate and conditions with the mutual consent.

**9. Payment Terms**

Payment would be made within 21 days from the date of submission of bills.

**10. Security Deposit**

A security deposit of Rs.15000 to be made by the successful bidder on award of contract within two weeks towards performance of work.

**11. Plant Visit / Contact Person**

The bidders are advised to inspect the FLT 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 044-2594 0643

**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. 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 +15% range, 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 MSE (within 15% band with non MSE vendor) vendor subject

to matching with L1 price of non MSE vendor. if more than one number of MSE vendors have quoted the rate with in the price band of L1 +15 % then the rate of lowest among them will be considered and he will be given 100 % value subject to matching the L1 price of non MSE vendor.

#### **14. 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.

#### **15. Liability & Ensuring Safety**

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor. It is mandatory that the operator should have valid Driving License while operating the FLT inside the CFS. **Medical fitness certificate of the operator should be submitted by the Operator before engaging him for the work. The operator must wear proper PPE while on the work without fail.**

The bidders are strictly advised to follow the various safety aspects as per HSE norms while carrying out their work in the yard. The operator should be wear all safety PPE's like helmet, jacket, shoes while operating the forklift. 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 by your operator

#### **16. 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 transporting & delivering the containers from his plot to BL CFS. 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.

#### **17. Force Majeure Conditions:**

Delivery schedule 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. Deliveries under the contract shall be resumed as soon as practicable.

**18. 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/FLT AMC /31 and hereby confirm our acceptance of the same.**

Place :

Signature of Tenderer

Date :

Name & Address

**ANNEXURE – A**

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

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for carrying out Annual Maintenance of 3 MT forklift**

**RATE SCHEDULE**

Sl.No.	Job Description	Rate per/month (Rs)
<b>01</b>	Maintenance of 1 No 3 MT Voltas Forklift 2010 model with 1 operator and one mechanic including supply of oil, Lubricants, oil top up, replacement of spares, tyres as per the terms and conditions enclosed. (Diesel will be provided by Balmer Lawrie)	<b>Rate to be quoted online</b>
	<b>Add: CGST @ 9%</b>	
	<b>SGST @ 9%</b>	
	<b>Total Amount per month</b>	
	<b>Total Amount for 12 months</b>	

**Date**

**Signature with seal**

Name of the Company