

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

Tender No : \_BL/CFS/MUM/553



**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](mailto:koli.ka@balmerlawrie.com)**

**CIN - L15492WB1924GOI004835**

**TENDER NO: BL/CFS/MUM/553**

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**[SUPPLY OF DRINKING WATER]**

**DUE DATE & TIME: [19/07/2017 at 17.00 pm ]**

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**NOTICE INVITING TENDER**

Sealed offers are invited from the registered Vendors enlisted with our CFS or any other unit of Balmer Lawrie and willing to enter into Rate Contract for the subject tender “**SUPPLY OF DRINKING WATER** ” 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](http://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**]. 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-MUM553 Dated 08/07/2017 “SUPPLY OF DRINKING WATER ”** and shall be dropped in our tender box at the given address **within 19/07/2017 at 17.00 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**

<b>S. No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of Work	<b>SUPPLY OF DRINKING WATER</b>
<b>2</b>	Tender No	<b>BL/CFS/MUM/553</b>
<b>3</b>	Validity Of Offer	60 days from the date of opening of the price bid
<b>4</b>	Contract Period	<b>One year from the date of LOI</b>
<b>5</b>	Tender Fee	<b>Not applicable</b>
<b>6</b>	EMD	<b>Rs. 5000/-</b>
<b>7</b>	Downloading / Submission of Tender :	
	a. Starts on	<b>17.00 PM on 08/07/2017</b>
	b. Closes on	<b>17.00 PM on 19/07/2017</b>
<b>8</b>	Opening of Tenders	<b>17.30 PM 19/07/2017</b>

**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 verified with original:

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

**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.
- 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.

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- 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](http://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.

### **SCOPE OF WORK**

Drinking water shall be supplied in water tanker on call-up basis, as and when required. The contractor shall arrange pipe and other required equipment for pouring the drinking water into our tank from the water tanker. There is no fixed number of monthly call-ups, and the same will depend on the actual requirement. The water should be tested from CIDCO approved laboratories and copy to be submitted. The frequency of test will be as per BL's requirement and the price of testing will be borne by the party.

**The rate should be quoted per KL in price bid irrespective of capacity of tanker payment will be for the quantity supplied as per our requirement.**

## 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 register vendor with Balmer Lawrie & Co Ltd Container Freight Station, Dronagiri, Navi Mumbai or any other unit of Balmer Lawrie & Co. Ltd.
- c) Party should have GST Registration number

### 2. Submission Of Bids

The bids should be submitted in single bid process i.e. Technical / Commercial Bid [Unpriced] bid 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 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 tend`erer 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

## **Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ]**

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4.1 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.

4.2 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 offer 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 expiry 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 the date of LOI/Work order]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions.

### **9. Security Deposit / EMD**

The Earnest Money Deposit of Rs. 5,000.00 of the successful bidders will be converted into Non-interest bearing Security Deposit (SD) and shall be retained till completion of the contract/extended contract period. 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.

### **10. Payment Terms**

Payment will be released within 7 (seven) days from the date of submission of monthly invoice after due certification by our authorized official in the following month.

### **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. 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.

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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 (Three) 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 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 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 BL/CFS/MUM/553 dt. 08/07/2017 at and 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**

<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.	
<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	
<b>10</b>	Whether copy of latest Income Tax Return enclosed	
<b>11</b>	Service Tax Registration. No.	
<b>12</b>	Whether copy of Service Tax Registration certificate enclosed	
<b>13</b>	VAT / CST Registration Number	
<b>14</b>	Whether copy of VAT / CST Registration certificate enclosed	
<b>15</b>	Name of the Banker	
<b>16</b>	Whether registration under MSMED Act	
<b>17</b>	In case registered under MSMED provide registration number and copy of registration certificate.	

**PART- B : PRICE BID**

**ITEM : SUPPLY OF DRINKING WATER.**

Tenderer should quote the price as per the following format.

Sl. No.	Description	Rate per KL
1.	Supply of Drinking Water Per KL	Rs. _____
	Taxes and duties etc if applicable	

Total Amount in words.

Place-----

Signature of Tenderer

Date-----

Name & Address