

# <u>INDEX</u>

| S. NO. | PARTICULARS  | PAGE NO. |
|--------|--|----------|
| 1      | Index  | 2        |
| 2      | Notice Inviting Tender                             | 3        |
| 3      | Scope of Work                                      | 5        |
| 4      | General Terms and conditions                       | 6        |
| 5      | Declaration accepting terms & conditions by bidder | 9        |
| 6      | Particulars of the organization                    | 10       |
| 7      | Price Bid  | 11       |
|        |  |          |

## **NOTICE INVITING TENDER**

Sealed offers are invited from the registered Vendors enlisted with our CFS or any other unit of Balmer Lawrie for the subject tender **Cutting of High Grass , Bushes in our New yard (Unpaved area) and dumping far away from our CFS** as per our requirement detailed in Scope of Work and 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.3,000/- (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]. Parties with Valid MSMED/ NSIC Certificates is exempted from EMD 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/574 "Cutting of High Grass , Bushes in our New yard (Unpaved Area ) and dumping far away from our CFS " and shall be dropped in our tender box at the given address within 01/12/2017 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                         | CUTTING OF HIGH GRASS , BUSHES IN OUR<br>NEW YARD (Unpaved Area) AND DUMPING<br>FAR AWAY FROM OUR CFS |  |  |
| 2     | Tender No                            | BL/CFS/MUM/574  |  |  |
| 3     | Validity Of Offer                    | 60 days from the date of opening of the price bid   |  |  |
| 4     | Completion period                    | Within 7(seven) days from the date of placement of our Letter of Intent(LOI)/Purchase Order.          |  |  |
| 5     | Tender Fee                           | Not applicable  |  |  |
| 6     | EMD                                  | Rs. 3000/-  |  |  |
| 7     | Downloading / Submission of Tender : |   |  |  |
|       | a. Starts on                         | 20/11/2017 3.30 pm  |  |  |
|       | b. Closes on                         | 01/12/2017 at 5.00 pm   |  |  |
| 8     | Opening of Tenders                   | 01/12/2017 at 5.30 pm   |  |  |

## 1. LIST OF DOCUMENTS TO BE SUBMITED

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

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

#### 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.
- 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.

## **SCOPE OF WORK**

#### "Cutting of High Grass , Bushes in our New yard and dumping far away from our CFS"

Cutting of High grasses , bushes from areas not covering in our Housekeeping scope like our unpaved area in new yard along with areas like the outer side of boundary wall and dumping the same at a location far away from our CFS and it shall be entirely the contractor's responsibility to dump at a location far away from our CFS and also causing inconvenience to public property..

## **GENERAL TERMS AND CONDITIONS**

## 1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. [3,000/-]
- b) The party should be registered vendor of CFS or any other units of Balmer Lawrie.
- c) Party should have valid GST Registration number, proof of the same to be submitted

## 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 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.
- 4.4 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. 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. Completion period

Within 20 days from the date of placement of our Letter of Intent(LOI)/Purchase Order.

#### 9.Security Deposit / EMD

The Earnest Money Deposit of Rs. 3,000.00 of the successful bidders will be converted into Noninterest bearing Security Deposit (SD) and shall be retained till completion of the 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 invoice after due certification by our authorized official.

## 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.

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. 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/574 dated 20/11/2017 and hereby confirm our acceptance of the same.

Place :

Date :

Signature of Tenderer

Name & Address

Telephone Nos.

Office:

Fax Nos. :

## 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                    |                   |

## **Price Bid**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | RATE  | AMOUNT |
|------|--|------|----------|-------|--------|
| No.  |  |      |          | in Rs | in Rs  |
| 1    | Cutting of High grasses , bushes from areas not<br>covering in our Houskeeping scope like unpaved<br>area in new yard and area Like outer side of<br>boundary wall and dumping the same at a location<br>far away from our CFS and it shall be entirely the<br>contractor's responsibility to dump at a location far<br>away from our CFS and also causing inconvenience<br>to public property | Sqm  | 35000    |       |        |
|      | GST AS Applicable  |      |          |       |        |
|      | Any other Taxes if any   |      |          |       |        |
|      | GRAND TOTAL  |      |          |       |        |
|      | (Rupees  |      |          |       |        |
|      | only)  |      |          |       |        |

Total Amount in words.

Place-----

Signature of Tenderer

Date-----

Name & Address

1. Quantity given in price bid is only a indicative quantity and company does not give any guarantee for same. Actual payment will be for the quantity executed duly approved by our engineer in-charge. The parties must visit the site before quoting.