

# **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/591 dt 10/03/2018 CIN - L15492WB1924GOI004835

# **TECHNICAL / COMMERCIAL BID**

**Tender Document for** 

Destruction of Bio-degradable Cargo by In-situ Composting method

DUE DATE & TIME: 20/03/2018 [at 11.00AM]

# **INDEX**

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Scope of Work	7
4	General Terms and conditions	8
5	Declaration accepting terms & conditions by bidder	11
6	Particulars of the organization	12
7	Price Bid	13

Tender No: BL/CFS-MUM/591

# **NOTICE INVITING TENDER**

Sealed offers are invited from <u>reputed agencies</u> for **Destruction of Bio-degradable Cargo by In-situ Composting method** — 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 <a href="www.balmerlawrie.com">www.balmerlawrie.com</a> 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]. Parties having NSIC /MSMED valid Certificates are exempted from submitting EMD amount. 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/591 Dated 10/03/2018"OFFER FOR Destruction of Bio-degradable Cargo by In-situ Composting method and shall be dropped in our tender box at the given address within 20/03/2018 at 11.00 AM 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	Destruction of Bio-degradable Cargo by In-situ
		Composting method
2	Tender No	BL/CFS/MUM/591
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
6	EMD	Rs. 3000/-
7	Downloading / Submission of Tender :	
	a. Starts on	10/03/2018 AT 2.00 PM
	b. Closes on	20/03/2018 AT 11.00 AM
8	Opening of Tenders	20/03/2018 AT 11.30 AM

#### 1 LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- a. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- b. Income Tax PAN number
- c. GST Registration number

# Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ] Tender No: \_BL/CFS-MUM/591

d. Charted accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

#### 2 VERIFICATION OF DOCUMENTS

- a) 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.
- 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 Black Listed, EMD could be forfeited, work could be cancelled, 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.

# 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.

Tender No: \_BL/CFS-MUM/591

#### 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**

- 1. To destroy all the Bio-degradable cargo as per list provided from the date of issue of Letter of Intent by in-situ de-composting method as prescribed by Custom Authorities & BARC officials
- 2. Arrangement of relevant authorities in destruction activity.
- 3. To obtain necessary permission/ NOC from Customs, FSSAI, PQ, MPCB and other concerned authorities as per requirement
- 4. Furnishing all necessary compliances/ certificates, etc to justify the destruction of cargo in Customs
- 5. Movement of Manure from other CFSs/ yards/ locations to Balmer Lawrie & Co. Ltd. CFS
- 6. Arrangement of transportation of Customs and BARC officials from their respective locations to Balmer Lawrie & Co. Ltd. CFS on the pre-decided date and time for destruction
- 7. Arrangement of Labour/ Forklift/ JCB/ Roller/ Crusher/ Mixer, etc as and when needed for the destruction procedure
- 8. Arrangement of Safety Aids/ Chemicals/ Medicines/ Necessary equipment's/ tools and tackles, etc required for destruction activity
- 9. Arrange for destruction/ bio-degradation of unclaimed cargo and obtain final destruction certificate and signed copy of Panchanama from Customs/ BARC officials or any other authorities as per statutory requirement.
- 10. Arrangement of Videography/ Photography as per requirement during destruction process
- 11. Carrying out mixing/ watering of destroyed cargo every 3 days after the unclaimed cargo is properly mixed with manure till the destruction of cargo is complete.
- 12. Shifting of the manure after the destruction of cargo is completed from Balmer Lawrie & Co. Ltd. CFS to JNPT Port/ Township.
- 13. Any other jobs incidental to carrying out required destruction of the cargo

Note: Job pertains to the destructions of cargo arrived through container no. CRSU9161316 - 40'

Cargo description: 100%PURE CEYLON TEA

# **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) Party should have valid GST Registration number.
- c) Part should not be black listed by any PSU or any Government department. Self declaration for the same to be submitted.

#### 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.

# Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai] Tender No: \_BL/CFS-MUM/591

- 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. Contract Period

Contract under this tender will be for a period of 1 (one) month effective from the date of issuance of Work Order/LOI. The contract may be extended as mutually agreed for another period of one year on the existing terms & conditions.

Tender No: \_BL/CFS-MUM/591

#### 9. Security Deposit / EMD

Tenders without EMD of Rs.3000/- (Rupees three 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.on the basis of actul work shift and actual quantity handled

#### 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.

# 16 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.

# 17. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence would be to the account of the contractor.

#### 18. Safety and penalty

Tender No: \_BL/CFS-MUM/591

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety Incharge will be final .Secondly for any safety violation , not using PPE as required by the nature of the job per violation Rs. 1000/- will be charged. If any major safety violation has been observed which resulted in any loss of property the cost will be debited on actual.

#### 19. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at 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.

### **20. 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 Executive (Commercial) Mobile no. 9892384603

# DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender NoBL/CFS/MUM/591 dt. 10/03/2018 hereby confirm our acceptance of the same.

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

Tender No: \_BL/CFS-MUM/591

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	
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.	

Tender No: \_BL/CFS-MUM/591

# **PRICE BID**

#### Annexure-B

# SUB: Destruction of Bio-degradable Cargo by In-situ Composting method

Tenderer should quote the rate as follows:

#### **Price Bid**

Sr. No.	Description	Approx Qty	Rate (Rs)
1	Movement of Manure from other locations to Balmer Lawrie CFS	4 ton	/ ton
2	Providing labour/ forklift as and when required during destruction procedure	2 shifts	/ shift*
3	Providing JCB/ Roller/ Crusher/ Mixer for mixing of cargo and manure	2 shifts	/ shift*
4	Movement of Manure from Balmer Lawrie CFS to JNPT Township/ JNPT Port as and when required	20 ton	/ ton
5	Videography/ Photography during destruction procedure	2 days	/ day
	GST TOTAL		

<sup>\* -</sup> Shift will be considered for a period of 12 hours

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

We have understood the terms & conditions indicated in the Tender Enquiry No. BL/CFS-MUM/591 dated 10/03/2018 and hereby confirm our acceptance of the same.

Place :	Signature :
Date :	Name :