



**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION**

[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707

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E-mail: [koli.ka@balmerlawrie.com]

CIN - L15492WB1924GOI004835

**TENDER NO: BL/CFS/MUM/601
TECHNICAL / COMMERCIAL BID**

**Tender Document for
[Disposal of Industrial garbage]
DUE DATE & TIME: [18/06/2018 at 11:00 AM]**

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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/or willing to enter into a Contract for the subject item 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 **50,000/- (Rupees Fifty 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 ,payment of Tender fee and submission of EMD is exempted for Small Scale Units registered with NSIC/ MSMED on submission of valid registration certificates. SC/ST category having MSMED /NSIC certificates should specifically mentioned.** 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. **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.** All the tender papers and EMD put together in sealed envelope super scribing **TENDER No. BL/CFS-MUM/601 Dated 07/06/2018 "OFFER DISPOSAL OF Industrial Garbage"** and shall be dropped in our tender box at the given address on or before **18/06/2018 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	Disposal of Industrial garbage
2	Tender No	BL/CFS/MUM/601
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 50,000/-
7	Downloading / Submission of Tender:	
	a. Starts on	07/06/2018
	b. Closes on	18/06/2018 at 11.00 am
8	Opening of Tenders	18/06/2018 at 11:30 AM

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:

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai] Tender No :
BL/CFS/MUM/601**

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- b. Income Tax PAN number
- c. G.S.T registration number

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

Disposal of Industrial Garbage from the Company's Container Freight Station at Dronagiri, Navi Mumbai on **"as is where is basis"** based on the following terms.

- 1. The successful party should arrange for disposal of Industrial Garbage which are kept in side within CFS.**
- 2. The party should obtain prior permission of Customs in writing before arranging for disposal. The company may provide necessary document 'if any' required for the purpose.**
- 3. The party has to arrange for lifting of Industrial Garbage in vehicle/truckes in the presence of Company's authorized person only.**
- 4. The successful party will be required to arrange at their own expense all manpower, tools, tackles etc. to pick up Industrial Garbage .**
- 5. The disposal should be done on a monthly basis as instructed by company official in writing.**

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- 1.1. Bidder should be register vendor of Balmer Lawrie & Co.ltd CFS, Dronagiri or with any other unit of Balmer Lawrie& co. Ltd**
- 1.2. Payment of Interest Free EMD of RS.50000 /-**
- 1.3. Bidder should have valid GST. Registration number**

2. Disposal of Industrial Garbage shall be on “as is where is” basis upon making payments in advance by Cash or Demand Draft.

- a) It will be the responsibility of the Contractor to engage his own personnel including deployment of tools and implements and ensure safety of the personnel deployed to carry out the above work.
- b) There is no guarantee about the quality and quantity of Industrial Garbage that will get Generated. However as per past experience we expect to generate total 2 Dumpers /Trucks per month.
- c) In the event of failure of any of the parties to lift the Industrial Garbage as per instructions, the same will be awarded to any other H2 or H3 parties subject to matching the rate of H1, without any reference to the original party.
- d) 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.

3. 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.

4. Tender Opening

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

5. Acceptance of offers

- 5.1 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.
- 5.2 The tenderer shall quote the rate as per the format in Price Bid. In case the rate is found having quoted abnormally **HIGH** or **LOW** by any tenderer, the same will not be considered and the offer of the tenderer quoting such a high or low rate will be cancelled.
- 5.3 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.

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- 5.4 Balmer Lawrie is not bound to accept the Highest 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.
- 5.5 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.

6. 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.

7. Price :

- 12.1 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.
- 12.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

8. Notification Of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

9. Contract Period

The contract will be for a period of **[12 months effective from the date of LOI]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions.

10. Security Deposit / EMD

The Earnest Money Deposit of Rs. 50,000/- 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. In case of award of contract to MSMED Vendors, they have to deposit security deposit of Rs.50000/- within one week after award of contract.

11 Payment Terms

Advance payment by cash or demand draft prior to lift the Industrial Garbage and same will be adjusted against the Invoice raised by Balmer Lawrie & Co as per quoted rates with taxes for the quantity lifted by tenderer in lots.

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. 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.

14. Termination

The contract can be terminated by either party by giving 1 clear 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 or
If the successful bidder do not lift Industrial Garbage in two consecutive months as per instructions, their contract will stand terminated & EMD /SD will get forfeited.

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/601 dt 07/06/2018 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

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 uploaded	
11	GST Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
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.	

PRICE BID

Sl. No.	Description	Rate : Per Dumper / Truck
1.	AMOUNT OFFERED FOR Industrial Garbage TO BE PAID TO BALMER LAWRIE & CO. LTD.	Rs. _____ Per Dumper /Truck
2	GST	@ _____ %
3	Any Other Tax/Duty [Please mention _____]	@ _____ %

Total Amount in words: Rupees _____]

NOTE:

In case the rate is found having quoted abnormally HIGH or LOW by any tenderer, the same will not be considered and the offer of the tenderer quoting such a high or low rate will be cancelled.

Place: _____

Signature of Tenderer : _____

Date: _____

Name & Address : _____