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NOTICE INVITING TENDER

Sealed offers are invited from Authorised Agents /Distributors/ Dealer for supply of Steel Wire Rope for Rubber Tyred Gantry Crane at our Container Freight Station, Pot no.1, Sector-7, Dronagiri Node, Navi Mumbai 400707 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 <u>www.balmerlawrie.com</u> 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]*. MSMED / NSIC valid certificate holders are exempted from paying EMD. 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.

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/659 Dated 02/08/2019 "OFFER FOR Supply of Steel Wire Rope for_Rubber Tyred Gantry Crane ." and shall be dropped in our tender box at the given address within 14/08/2019 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 | Supply of Steel Wire Rope for Rubber Tyred Gantry Crane | |
| 2 | Tender No | BL/CFS/MUM/659 | |
| 3 | Validity Of Offer | 60 days from the date of opening of the price bid | |
| 4 | Completion period | One week from date of LOI or Purchase Order | |
| 5 | Tender Fee | Not applicable for this tender | |
| 6 | EMD | Rs. 3000/-(MSMED and NSIC exempted fromEMD) | |
| 7 | Downloading / Submission of Tender : | ubmission of Tender : | |
| | a. Starts on | 02/08/2019 at 3.00 pm | |
| | b. Closes on | 14/08/2019 at 5.00 pm | |
| 8 | Opening of Tenders | 14/08/2019 at 5.30 pm | |

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 be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN certificate copy.
- c. GST Registration certificate copy.
- d. Charted accountant's certificate or Audited / Certified Balance sheet of tenderer's company for three years

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

| SI No. | Description | Quantity |
|-----------|---|------------|
| 1 | Supply of Steel Wire Rope, Size : 22.4mm Dia, 6/36 Construction, IWRC Steel Core, Ungalvanized Right Hand Ordinary Lay, Tensile Strength 1960 N/mm2, Breaking Load : 338 KN, Must Conform to IS : 2266/2002 with MFGR'S CERTIFICATE | 504 metres |

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

- a) Payment of Interest Free EMD of Rs. [3,000/-]
- b) Bidder should have valid GST Registration number, copy of GST Registration number is to be submitted.
- c) Bidder should not be black listed by any PSU or Govt. department. Self-declaration for the same is to be submitted by the bidder on their company's letter head.
- d) If bidder should be authorized agent/ dealer/ distributor of reputed manufacturer of wire rope proof of the same is to be submitted.

2. 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.

3. Tender Opening

Unprice and price bid will 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. 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.
- 4.3 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.
- 4.5 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.

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 :

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. Completion period

The Wire rope shall be delivered at our Container Freight Station at Plot no.1, Sector-7, Dronagiri Node, Navi Mumbai -400707 within 1(one) week of issuance of purchase order free of transportation/delivery charges.

9. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of warranty period of one year from the date of receipt of wire rope at our site. The EMD of unsuccessful bidder will be returned after finalization of the contract.

Note : Warranty period will be one year from the date of receipt of wire rope at our CFS Dronagiri, Navi Mumbai. During the warranty period, supplier should sort out operational issue if any ,immediately after receipt of complaint from our side.

11. Payment Terms

Payment will be released within 10 (ten) days from the date of submission of invoice after due certification by our authorized official in the following month.

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. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed mutually under 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/659 dated 02/08/2019 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

| 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 | |
| 15 | In case registered under MSMED provide registration number | |
| | and copy of registration certificate. | |

PRICE BID

| SI.No. | Description | Quantity | Rate (Rs) | Amount (Rs) |
|--------|--|----------|-----------|-------------|
| | Supply of Steel Wire Rope, Size : 22mm Dia, 6/36 Construction, IWRC Steel Core, Ungalvanized Right Hand Ordinary Lay, Tensile Strength 1960 N/mm2, Breaking Load : 338 KN, Must Conform to IS : 2266/2002 with MFGR'S CERTIFICATE | •••• | | |
| 2 | GST | | @% | |
| 4. | Any Other Tax/Duty [Please Mention] | | | |
| 5. | Total | | | |

Total Amount in words : Rupees :

Note : Rate quoted should be inclusive of loading, unloading and transportation charges .

Place-----

Signature of Tenderer

Date-----

Name & Address