



**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***

**CIN - L15492WB1924GOI004835**

**TENDER NO: BL/CFS/MUM/682**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**[PROVIDING REEFER MONITORING SERVICES]**

**DUE DATE & TIME: [27/01/2020 at 5.00 pm ]**

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### **NOTICE INVITING TENDER**

Bids are invited in sealed envelope from the registered Vendors in our CFS or any other units of Balmer Lawrie and who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract for **PROVIDING REEFER MONITORING SERVICES** Tenderers are advised to download Notice Inviting Tender along with other tender documents from the tendering portal [www.balmerlawrie.com](http://www.balmerlawrie.com) Interested parties have to pay an interest free EMD of Rs.**[5000/- (Rupees Five thousand only)]** by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at **[Mumbai/Navi Mumbai]**. Valid MSMED/NSIC certificate holders are exempted from EMD. **Parties with Valid MSMED/ NSIC Certificates is exempted from 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 tender has to be submitted along with the supporting documents in a sealed envelope superscribing **TENDER No. BL/CFS/MUM/682 Dated 18/01/2020 "OFFER FOR CONTRACT FOR PROVIDING REEFER MONITORING SERVICES "** and shall be dropped in our tender box at the given address **within 27/01/2020 AT 17.00 hrs** 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	<b>PROVIDING REEFER MONITORING SERVICES</b>
2	Tender No	<b>BL/CFS/MUM/682</b>
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	<b>One year</b>
5	Tender Fee	<b>Not applicable</b>
6	EMD	<b>Rs. 5000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>18/01/2020 at 5.00 pm</b>
	b. Closes on	<b>27/01/2020 at 5.00 pm</b>
8	Opening of Tenders	<b>27/01/2020 at 5.30 pm</b>

#### **1. LIST OF DOCUMENTS TO BE UPLOADED**

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

- Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- Income Tax PAN certificate copy.
- GST Tax Registration certificate copy.
- Chartered accountant's certificate or Audited / Certified Balance sheet of tenderer's company for three two 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 of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in tendering system well before the closing date and time of bid.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis 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.

### **3. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. 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**

### **PROVIDING REEFER MONITORING SERVICES**

#### **BRIEF JOB DESCRIPTION**

1. On arrival of a reefer container, identifying a suitable Stacking point for unloading of the same.
2. Plugging of the reefer container , setting the temperature as per requirement and fixing of temperature recording chart.
3. Periodically monitoring / inspecting the temperature being recorded. ( After every four hours).
4. Preparing daily log sheet & maintaining proper record for each reefer container in the yard.
5. To ensure that the temperature chart is removed at the time of delivery of the container. The chart in original is to be handed over to the Company.
6. To submit daily report to our concern department regarding status of reefer container i.e. incoming, outgoing, stock etc..
7. To periodically defrost the system as per the Liner requirement .
8. In case of mal-functioning of any reefer plug point , the point should be replaced and reported to the authorised official of the Company.
9. The service provider should be able to carry out PTI/Run Checks as and when required.
10. BL personnel will give information regarding arrival of reefer containers .Selected party should ensure plugging of container within 5-10 minutes after arrival of containers. Selected agency did not require to keep their personnel in BL CFS. But agency should strictly ensure monitoring of reefer containers after every four hours .

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria For Techno-Commercial Bid**

- a. At least two years' experience of providing reefer monitoring / refrigeration services i.e. maintenance and operation in any CFS/ Industry
- b. EMD of Rs.5,000/- to be submitted along with the offer. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD**
- c. Bidder should have valid GST registration number.
- d. Bidder should give self-declaration regarding not black listing by any PSU or Govt. institutions.

### **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 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.
- 4.3 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 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 1(one) year from date of issue of LOI/WO. However, the Company reserves the rights to foreclose the contract period earlier. 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. VOLUME OF WORK**

Approximately 350 Reefer Container-shifts are estimated to be monitored during the above period of one year. This quantity is indicative and does not carry any commitment.

**10. Security Deposit / EMD**

The Earnest Money Deposit of the successful bidder shall be converted in security deposit and would be retained till completion period. The EMD of unsuccessful bidder shall be returned after finalization of the contract. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD.**

**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 / completion of JOB.

**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.

Further, the bidder will be Principal Employer of all manpower working in our premises on their behalf. Bidder would held responsible in case of any statutory violation of any statute regulating manpower.

**13. 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.

**14. Purchase preference policy for MSE Vendors**

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vendor) vendor subject to matching with L1 price of non MSE vendor.



**15. Compliance of GST**

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

**16. TDS Compliance :**

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f. 1<sup>st</sup> October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/682 dated 18/01/2020 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**

**Annexure-B**

**SUB : PROVIDING REEFER MONITORING SERVICES**

Tenderer should quote the rate as follows:

Sl.No.	Description	UNIT	Rate
1.	Charges for monitoring of Reefer Container After every four hours [20ft/40ft]	LS	Rs. _____ Per month
2.	<b>GST applicable</b>		@ _____ %
	Total		

Total Amount in words Rs. \_\_\_\_\_  
Per month

Place \_\_\_\_\_

Signature of Tenderer

Date \_\_\_\_\_

Name & Address