



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/695

TECHNICAL/COMMERCIAL BID

Tender Document for

*[Running of Communication Center at our Container Freight Station
Dronagiri, Navi Mumbai]*

DUE DATE & TIME: [08/05/2020 at 5.00 PM]

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NOTICE INVITING E-TENDER

Sealed offers are invited from the Physically Handicapped Persons and Destitute Widows for the subject tender of **Running of Communication Center for providing PCO/STD/FAX/Photocopying Services/scanning services at our Container Freight Station Dronagiri, Navi Mumbai** 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.

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 in sealed envelope super scribing- **TENDER No. BL/CFS/MUM/695 Dated 28/04/2020 : Running of Communication Centre at our Container Freight Station Dronagiri, Navi Mumbai** and shall be dropped in our tender box at the given address **within 08/05/2020 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 | Running of Communication Center at our Container Freight Station Dronagiri, Navi Mumbai |
| 2 | Tender No | BL/CFS/MUM/695 |
| 3 | Validity Of Offer | 60 days from the date of opening of the price bid |
| 4 | Contract period | Three years. |
| 5 | Tender Fee | Not applicable |
| 6 | EMD | NIL |
| 7 | Downloading / Submission of Tender : | |
| | a. Starts on | 28/04/2020 at 3.00 pm |
| | b. Closes on | 08/05/2020 at 5.00 pm |
| 8 | Opening of Tenders | 08/05/2020 at 5.30 pm |

A. 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:

- a. Income Tax PAN number
- b. Addhar card no .
- c. In case of physically handicapped person , copy of disability Certificate from the All India Institute of Physically Medicine & Rehabilitation, Government of India or any other such Statutory or Government body .
- d In case of Destitute Widow ,certificate from Gram Panchayat / Municipality/ Any other Government authority about destitute widow status shall be attached

B. 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 BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie 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. BalmerLawrie 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 BalmerLawrie 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 BalmerLawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

SCOPE OF WORK

Our Company will provide only space for running required services such as PCO/STD/FAX/ Photocopying Machine/ Scanner . The selected contractor will be responsible for arranging equipment & other accessories for providing services of telephone ,fax, photocopying machine , scanner etc. All infrastructure requirements like getting connection ,installation of equipment /machine etc will be contractors responsibility.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a. Income Tax PAN number, copy is to be submitted
- b. Addhar card no ., copy is to be submitted
- c. In case of physically handicapped person , copy of disability Certificate from the All India Institute of Physically Medicine & Rehabilitation, Government of India or any other such Statutory or Government body .
- d. In case of Destitute Widow ,certificate from Gram Panchayat / Municipality/ Any other Government authority about destitute widow status shall be attached

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 BalmerLawrie 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 BalmerLawrie at any stage.
- 4.3 BalmerLawrie 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 BalmerLawrie 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 BalmerLawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of BalmerLawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of BalmerLawrie.
- 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 BalmerLawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement BalmerLawrie 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

- 7.1 Prior to the expiry period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).
- 7.2 BalmerLawrie does not guarantee the quantity given in tender document actual work order or job may awarded for required measured quantity only.

8. Security Deposit / EMD

The Successful bidder has to submit Rs.5000/- towards interest free security deposit within one week after receipt of work order which will be retained till completion contract period/ extended period.

10. Service chargers

The successful bidder will have to pay monthly service charges to the company as per the service charges quoted by them in price bid .

11. Contract Period : Three years from the date of issue of LOI /WO. After successful completion of contract period, contract can be extended for another one year on same rate, terms & conditions if mutually agreed.

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 BalmerLawrie. In the event of contractor contravening the conditions, BalmerLawrie 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 under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & 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 & 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.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

14. General Safety, Security & other Regularations :

The contractor will be responsible for ensuring proper conduct & behaviour of the personnel deployed by him so as to maintain laid down safety and security rules and regulations at BL CFS.Dronagiri . The contractor shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsory use proper safety equipments. The contract shall comply with the provisions of the required insurance, Minimum Wages act, Contract Labour Act. , ESI, PF, Bonus etc.in respect of the workmen /personnel employed by him.

15. Safety and penalty

The Contractor will be penalized for any safety violation as follows of the contract . The decision of the Safety Committee headed by Safety Incharge will be final .Secondly for any safety violation viz. 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.

16. 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.

17. 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.

18. **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 1st 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/695 dated 28.04.2020 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./ LLP | |
| 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 | Service Tax 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. | |

PRICED BID

| <i>Running of Communication Center at our Container Freight Station Mumbai</i> | | <i>Dronagiri, Navi</i> | | | |
|--|--|------------------------|-----|------|--------|
| Sl. No | Description of work | Unit | No. | Rate | Amount |
| 1 | Monthly Service charges to be paid to Balmer Lawrie & Co.Ltd | Monthly | 36 | | |
| | Sub Total (A) | | | | |
| | GST @ (B) | | | | |
| | TOTAL AMOUNT (A+B) | | | | |
| [Rupees.....only] | | | | | |