



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]
CINL15492WB1924GOI004835

TENDER NO: BL/CFS/MUM/698

TECHNICAL / COMMERCIAL BID

Tender Document for

/Supply and installation of Radiator Core for KT-1150G
Cummins Engine of 320 KV DG Set and NT 855 GC-BC Cummins
Engine of Rubber Tyred Gantry Crane]

DUE DATE & TIME: [09/06/2020 at 5.00 PM]

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NOTICE INVITING TENDER

Sealed offers are invited reputed parties / dealers/ manufacturers willing to quote 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.**[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]**. Valid MSMED / NSIC certificate holders are exempted from EMD. SC/ST category in MSMED and NSIC should clearly mention the same . **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/698 Dated 05 /06/2020"OFFER FOR Supply and installation of Radiator Core for KT-1150G**

Cummins Engine of 320 KV DG Set and NT 855 GC-BC Cummins Engine of Rubber Tyred Gantry Crane . " and shall be dropped in our tender box at the given address **within 09/06/2020 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	Supply and installation of Radiator Core for KT-1150G Cummins Engine of 320 KV DG Set and NT 855 GC-BC Cummins Engine of Rubber Tyred Gantry Crane
2	Tender No	BL/CFS/MUM/698
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Completion period	Two weeks from date of LIO or Purchase Order
5	Tender Fee	Not applicable for this tender
6	EMD	Rs. 3000/-
7	Downloading / Submission of Tender :	
	a. Starts on	05/06/2020 at 5.00 PM
	b. Closes on	09/06/2020 at 5.00 pm
8	Opening of Tenders	09/06/2020 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:

- Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- Income Tax PAN certificate copy.
- GST Registration certificate copy.

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 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 and installation of Radiator Core for to KT-1150G Cummins Engine of 320 KV DG Set of Core size 46"x48" . The tube should be of 16 gauge and repair of radiator frame including denting and painting.	1 (One)
2	Supply and installation of Radiator Core for NT 855 GC-BC Cummins Engine of Rubber Tyred Gantry Crane and repair of radiator frame including denting and painting. Core size 42"x50" 6 Lines.	1(one)
3	Buy back of damaged and used radiator core	8(eight)

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

- a) *Payment of Interest Free EMD of Rs. [3,000/-] Payment of EMD is exempted for MSMED/NSIC Parties on submission of copies of valid certificates.*
- b) *Bidder should have valid GST number, copy of the same is to be submitted*
- c) *Bidder should not be black listed by any PSU or Government department, self declaration for 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 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.
- 4.3 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 :

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

Radiator Cores shall be delivered at our address within 2(two) weeks of issuance of purchase order free of transportation/delivery charges.

9. Warranty

Supplier shall guarantee the performance of radiator cores and provide at least one year's on-site comprehensive warranty against any defect.

10. 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 installation. The EMD of unsuccessful bidder will be returned after finalization of the contract.

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. 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.

14. 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.

15. **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.

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 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.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]

Tender No : BL/CFS/MUM/698 Dt.05/06/2020

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

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/698 dated 05/06/2020. 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 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.	

PRICE BID

Sl.No.	Description	Quantity	Rate (Rs)	Amount (Rs)
1.	Supply and installation of Radiator Core for to KT-1150G Cummins Engine of 320 KV DG Set of Core size 46"x48". The tube should be of 16 gauge and repair of radiator frame including denting and painting	1 No.		
2	Supply and installation of Radiator Core for NT 855 GC-BC Cummins Engine of Rubber Tyred Gantry Crane and repair of radiator frame including denting and painting. Core size 42"x50" 6 Lines.	1 no.		
2.	C.G.S.T. @ xxx %			
3.	S.G.S.T.@ xxxx %			
4.	Less Buy back of damaged and used radiator core	8 NOS		
5.	Total			

Total Amount in words : Rupees :

Place-----

Signature of Tenderer

Date-----

Name & Address