



**BALMER LAWRIE & CO. LTD.**

Container Freight Station

P-3/1, Transport Depot Road

Kolkata – 700 088

Phone No. 2450-6811

Fax No. 2449-8355

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**CINL15492WB1924GOI004835**

**TENDER NO: BL/CFS & WD/Tea Serv/18/20-21**

**Tender Document for**

***[Tender for supply of prepared tea to the employees of CFS/WD at  
P-3/1, Transport Depot Road, Kolkata-700088.]***

**DUE DATE & TIME: [ 04/07/2020 17:00 p.m. ]**

**INDEX**

<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	6
5	General Terms and conditions	6
6	Declaration accepting terms & conditions by bidder	8
7	Particulars of the organization	9
8	Price Bid	10

### **NOTICE INVITING E-TENDER**

On line bids in single bid system are invited from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading "General Terms & Condition", for undertaking the subject contract for **[Supply of prepared tea to the employees of CFS/WD at P-3/1, Transport Depot Road, Kolkata-700088 ]**

The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide on contractor's letter head.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal **<https://balmerlawrie.eproc.in>**. The tender has to be submitted online.

The scanned copies of other required documents in support of their credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	Supply of prepared tea to the employees of CFS/WD at P-3/1, Transport Depot Road, Kolkata-700088
2	Tender No	BL/CFS & WD/Tea Serv/18/20-21
3	Validity Of Offer	60 days from the due date and time of bid
4	Contract Period	One year. To be extended for one more year upon mutual consent.
5	Downloading / Submission of Tender :	
	a. Start on:	19.06.2020
	b. Close on:	04.07.2020 by 17.00 hrs
6	Opening of Tenders	On or after due date of submission

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

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- Income Tax PAN number.
- GST Registration number.
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years.
- Certificate from bankers about financial soundness.

#### **2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- 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 Black Listed, EMD could be forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. Interested parties have to submit an interest free EMD of Rs.5,000/- (**Rupees Five Thousand only**) online through our e-procurement website. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail.** In case of MSMED /NSIC vendors Certificate of MSME(Micro & Small only)/ NSIC must be uploaded for considering their exemption from EMD. **MSME(Micro & Small only)/ NSIC vendor are required to 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 MSME's order 2012.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

#### **1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

##### **1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]****Tender No:** BL/CFS & WD/Tea Serv/18/20-21

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	<a href="mailto:ashish.goel@c1india.com">ashish.goel@c1india.com</a>	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	<a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>		

**1.2 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

**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 e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-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 e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- 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 any documents sent by post as part of response to the tender. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-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 e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

"Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation."

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]**

**Tender No:** BL/CFS & WD/Tea Serv/18/20-21

**Filling of Tender Documents**

The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.

The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.

Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.

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 scanned and uploaded and produced later on for verification by Balmer Lawrie.

### **SCOPE OF WORK**

- a) The selected contractor will be provided space within the premise for setting up facilities for preparing Tea
- b) The Contractor will have to bear the cost of infrastructure such as Gas, Cutlery, Crockery, Utensils, as required for providing tea services. Company will provide only Water and other utilities etc. As per existing practice.
- c) The contractor shall obtain necessary statutory licences from concerned authorities and shall abide by all statutory rules and regulations while working within the office premises.
- d) Tea should be served only to the persons indicated by the Company and in quantity as per advice by the Company. Any additional service without authorisation would be at the party's risk and cost.
- e) Requirement is estimated at around 360 cups (60 ml paper cups) tea for each working day. However, this may increase/ decrease at any time as per Company requirement. Party should be in a position to cater accordingly.

### **HYGIENE & CLEANLINESS**

Tenderer would have own arrangements of dusting/ washing/ cleaning and maintaining hygiene and cleanliness of utensils, space, furniture, equipment, floors/ walls, wash basins, ovens etc. Tenderer should keep the place of preparing tea in total hygiene condition.

### **GENERAL TERMS AND CONDITIONS**

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

The tenderers should meet the following eligibility criteria:

- a. The tenderer should have experience of running such services for at least 2 years in any reputed establishment .
- b. Should not have been blacklisted by any PSU /Govt. Department or any reputed Organization. Bidder must submit a self-declaration in own letterhead in this regard.

#### **2. Submission Of Online Bids**

The bids should be submitted online.

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

#### **3. Tender Opening**

Tender shall be opened on or after due date & time of tender submission only.

#### **4. Acceptance of offers**

- a) 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.

b) Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

c) 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**

a) Balmer Lawrie reserves the right to negotiate with the L1 Tenderer only. 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.

b) 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 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. This is a no split tender**

### **TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)**

8.1 As Per Public procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012

- a. District Industries Centers (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village industries Board and Coir Board
- d. National Small Industries Corporation (NSIC)
- e. Directorate of Handicraft and Handloom
- f. Any other body specified by Ministry of MSME

8.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.

**8.3** The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

**8.4** The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

**8.5** Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.

**8.6** Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs

**8.7** Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the



**Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]****Tender No:** BL/CFS & WD/Tea Serv/18/20-21

tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

For Further clarity in this regard a table is furnished below:

Type of Tender	Price Quoted by MSE	How to Finalize the Tender
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

**9. 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.

**10. Contract Period**

The contract will be for a period of 1 year effective from awarding the contract or as shall be mentioned in the Work Order and may be extended for one more year on mutual consent from both BL and the tenderer. The Company reserves the rights to terminate the contract by issuing one month's notice for termination. In case of any breach of contract, serious criminal act on the part of selected contractor and/or his employees, and any such acts, the Company shall have the rights to terminate the contract immediately without any notice.

**11. Payment Terms**

Payment will be made within 30 [thirty days] from the date of submission of monthly bills.

**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 any 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 that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. 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. Quoting Of Rates / Taxes**

Rate shall be quoted in **Price Bid Format**. Rates shall be quoted exclusive of GST which shall be paid by BL extra as applicable.

**15. Termination**

The contract can be terminated by either party by giving one 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.

**16. Addition/alteration of Tender Document**

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

**17. Force Majeure Conditions:**

Performance of the Contract / Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable.

**18. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and 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 e-Tender No . BL/CFS & WD/Tea Serv/18/20-21 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos.

**ANNEXURE – I**  
**PARTICULARS OF THE TENDERER’S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
<b>6</b>	CIN No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed	
<b>10</b>	Whether copy of latest Income Tax Return uploaded	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSEME act	
<b>15</b>	In case registered under MSME provide registration number and copy of registration certificate.	
<b>16</b>	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]****Tender No:** BL/CFS & WD/Tea Serv/18/20-21**Part II-Price bid**

SL NO.	Description Item	HSN/SAC	Quantity	Unit	Rate	Amount
1	Cost of prepared milk Tea (60 ml paper cups)		112320	Nos./ per annum		
2	Total					

- ◆ The quantity may increase or decrease by 10%

NOTE : Rate should be firm for the entire period of contract. No escalation on any account whatsoever would be allowed.

**GST as applicable**

**Place :**

**Signature :**

**Date :**

**Name :**

**Designation :**

**Seal :**