



**BALMER LAWRIE & CO LTD.**  
**CONTAINER FREIGHT STATION**  
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**CIN - L15492WB1924GOI004835**

**Tender No.: BL/CFS/KOL/CONT.SEAL/15/20-21**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**SUPPLY OF CONTAINER SEALS [ONE TIME LOCK]  
AT CFS,KOLKATA – 700 088**

**DUE DATE FOR SUBMISSION**

**04.07.2020 BY 17.00 hrs**

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**NOTICE INVITING E-TENDER**

Sealed tenders are invited in Single Bid System from registered vendors for "SUPPLY OF CONTAINER SEALS [ONE TIME LOCK]", having their Office at Kolkata who fulfill the Pre-qualification Criteria mentioned elsewhere in the tender document under the Heading, "General Terms & Conditions" and comply with "Technical Specifications & Other Compliances" for the subject tender for **SUPPLY OF CONTAINER SEALS [ONE TIME LOCK] AT CFS,KOLKATA – 700 088**.

Tenderers are requested to check [www.balmerlawrie.com](http://www.balmerlawrie.com) (tenders tab) to download the tender documents. The tender has to be submitted in hard copy sealed in an envelope.

S. No	Description	Details
1	Name of Work	SUPPLY OF CONTAINER SEALS [ONE TIME LOCK] AT CFS,KOLKATA – 700 088.
2	e-Tender No	BL/CFS/KOL/CONT.SEAL/15/20-21
3	Validity Of Offer	90 days from the due date of submission of the tender.
4	Completion Period for delivery	Two years
5	EMD	NA
6	Downloading / Submission of Tender :	
	a. Starts on	<b>20.06.2020 at 17:00 hrs</b>
	b. Closes on	<b>04.07.2020 at 17:00 hrs</b>
7	Opening of Tenders	<b>On or after closing date &amp; time of the tender</b>

**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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. 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
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years.

**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 for 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.

**SCHEDULE-I**

BIDDERS ARE ADVISED TO STRICTLY CONFIRM COMPLIANCE TO ALL TENDER CONDITIONS WITHOUT ANY DEVIATION / CONDITIONS IN THEIR OFFER. SUBSEQUENT TO BID SUBMISSION, Balmer Lawrie MAY NOT SEEK CONFIRMATIONS / CLARIFICATIONS AND ANY /ALL BID(S) NOT IN LINE WITH TENDER CONDITIONS WILL BE LIABLE FOR REJECTION.

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**Scope of supply/Work**

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Approximately 10,000 number of very good quality seals made of BIS Standard steel and proper spring with polythene outer jacket to be supplied as per monthly call up by telephone/e-mail within 7 days. Sample is available at CFS for your reference. The quantity mentioned is an estimated one, which may vary to any extent and company shall not stand guarantee for any quantity. Defective seals, if any, should be replaced immediately otherwise payment against supply will be withheld. Deliveries of seals to be made at our above address.

The seal will bear an identification number which will start from the last number that will be intimated to the successful bidder and needs to be continued till the contract period, in sequential manner.

**General Terms and Conditions**

1. Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Shri Shri Gautam Paul  
Sr. Manager (T & L)  
Tel. No. 033 2450 6816  
E-Mail : paul.g@balmerlawrie.com  
M/s Balmer Lawrie & Co. Ltd.  
Container Freight Station  
P-3/1 Transport Depot Road  
Kolkata : 700 088

**2. Eligibility Criteria For Techno-Commercial Bid**

Balmer Lawrie & Co. Ltd. Container Freight Station have been undertaking handling of import/Export Container and its cargo. During the operation, fixing of seal on the door of the Containers are required through One Time Lock (OTL) device as used globally.

The bidders will be considered based on documents submitted by them though it is necessary that all terms and conditions are to be completed, for the purpose of consideration of bids, compliance of following clauses are compulsory :-

1. Submission of statutory documents i.e. Trade Licence, GST Registration Certificate etc.
2. List of clients to whom identical item (container seals) supplied during last three years. Work orders need to be submitted for the period 2017-18, 2018-19, 2019-20
3. Test certificate from BIS accredited lab needs to be submitted along with the bid. One of the copies from BIS needs to be submitted which will be verified.
4. Should have full-fledged office set up in Kolkata. Documentary evidence like rent agreement, municipal tax etc needs to be submitted

**3. Submission Of Online Bids**

Bidder shall submit their sealed offer in single bid/envelope along with the following enclosures:

- [1] Covering letter
- [2] Qualifying documents

[3] Price bid signed and stamped

Bid should be sent after filling in the appropriate in hard copy duly signed & stamped in all pages by the authority of the bidder. Tender should be sent in a sealed envelope on or before the due date superscripting the envelope with tender no. date, due date and should reach us at

Balmerlawrie & Company Limited

Container Freight Station

P-3/1 Transport Depot Road

Kolkata-700088

Within the due date to the Kind attention of Shri Subhangkar Banik ,Manager (Commercial)

4. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the technical specification, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.

5. The vendor is not allowed to give any "subcontract" without proper justification and approval of Balmer Lawrie & Co. Ltd. (BL). Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

#### **4. Tender Opening**

The Bid will be opened online as per the Tender Calendar.

**5. Right of acceptance / Rejection:** BL reserves the right to accept/reject any or all offers without assigning any reasons, whatsoever. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in uploading of bids in e-procurement website.

6. This is a no split tender

#### **7. Payment Terms :**

On receipt of the monthly bill from the supplier along with signed challan the same will be processed and payment will be made after making necessary deduction towards dues, penalty, income tax, deposits of statutory deduction, etc. within 30 days.

#### **8. 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

e. National Small Industries Corporation (NSIC)

f. Directorate of Handicraft and Handloom

g. 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 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. Placement of Order:**

Purchase order will be based on L1 rate for the job at the discretion of BL.

**10. Jurisdiction:** - All disputes are subject to Kolkata jurisdiction

**11. TAXES & DUTIES:** However, GST, if any shall be paid by BL extra as applicable.

**12. RATES AND OTHER ENTRIES**

- (a) The tenderer should quote for all items in the Price Bid The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

**13. Liquidated damages:** -

- (i) If the vendor is unable to render its services in time schedule specified in the scope of work , he may request the owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the consulting agency, as an ascertained and agreed Liquidated Damages, a sum @ 0.5 % of contract value for each week of delay or part there of subject to a maximum of 5 % of executed contract value.
- ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the vendor.

Offers & Enclosures: The offers submitted by the all the tenderers will be non-returnable and shall be the property of BL even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.

**14. Period of Contract :**

The period of contract will be for One Year from the date of the work order and the same may be extended on satisfactory performance of the work and on mutual consent in writing for a further period of one year. In case of contractor working for the 1st time with CFS the contract shall be awarded initially for three months and on

successful performance, the contract may be extended for a further period of 9 months. However the contract(s) may be further extended on written mutual consent of BL and the contractor.

**15. Risk & Cost Purchase**

In case the successful vendor fails to deliver the materials in right quantity & quality within stipulated time the company reserves the right to take supply of the same item from any other vendor if it deems necessary to ensure that the work is carried out smoothly at the "Risk & Cost" to the successful vendor and the extra amount if any needed in such purchase the same shall be recovered from the regular vendor.

**16. Termination**

The contract can be terminated by either party by giving 3 months clear 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.

**17. LIMITATION OF LIABILITY:** Notwithstanding anything contrary contained herein, the aggregate total liability of Consultant under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.

**18. Force Majeure:**

Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lightning or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller . The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 28 above shall apply .For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

**19. RESOLUTION OF DISPUTES / ARBITRATION**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of 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. 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.

**20. Tender for registered approved vendors only:** The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.

21. **Corrigendum to tender:** The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website (tenders tab)

**ACCEPTED ALL TERMS AND CONDITIONS AS STATED ABOVE.**

**DECLARATION BY BIDDER**

We have understood the terms & conditions indicated in the NIT No. **e-Tender No.: BL/CFS/KOL/CONT.SEAL/15/20-21** dated 20.06.2020 and hereby confirm our acceptance of the same.

Seal of the company

Signature

Date

Name

Designation

**PARTICULARS OF BIDDERS 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	Trade Licence.(copy to attach)	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
7	Registration No. (Under companies Act )	
8	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
9	Income Tax PAN no.	
10	Whether copy of PAN enclosed	
11	Whether copy of latest Income Tax Return uploaded	
12	GST Registration No. (copy to be attached)	
13	Whether copy of Service Tax Registration certificate Uploaded	
14	Name of the Banker	
15	Whether registration under MSEME act	
16	In case registered under MSME provide registration number and copy of registration certificate.	
17	If MSME vendor is SC/ST must furnish their relevant document	



**PART-II**

**RATE SCHEDULE**

PART - II

Sl.No.	Description of Item	Unit	Qty	Rate	HSN code	GST Rate %	Amount	
1	Supply of Container Seal [One Time Lock] Embossed with Company's monogram and numbered serially as per instruction of Office of CFS ,kolkata	No.	9000					
			Amount in Rupees in Words :					

**Note :** [1] Rates are inclusive of all duties & charges except for GST. GST to be paid as extra.

[2] Rate should be quoted both in figures and words.

[3] Quantity is purely on estimation basis. Actual quantity may vary +/- 10%