



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

LOGISTICS INFRASTRUCTURE

*Food Processing, Packaging and Temperature Controlled Warehouse
Plot No. F-9/5, Additional MIDC Patalganga, District – Raigad Maharashtra*

**Tender for
Providing Internet Connectivity at TCW Patalganga**

TENDER NO: BL/LI/TCW-MUM/20-21/052

Date :- 22/09/2020

Due Date & Time :- 01/10/2020 , 5.00 PM

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NOTICE INVITING TENDER

Balmer Lawrie & Co Ltd invites offline bids (sealed offers) from Internet Service Providers either in the form of lease line or broadband at Food Processing, Packaging and Temperature Controlled Warehouse at Patalganga, in Raigad District, Maharashtra.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from www.balmerlawrie.com.

TENDER SCHEDULE

S. No	Description	Details
1	Name of Work	Providing Internet Services at TCW Patalganga
2	Tender No	BL/LI/TCW-MUM/20-21/ 052
3	Completion Period	24 Months
4	Validity Of Offer	60 days from the due date of tender submission.
5	Tender Fee	NA
6	EMD	Rs. 3000 /-
7	Downloading / Submission of Tender :	
	a. Starts on	22/09/2020
	b. Closes on	01/10/2020 at 17.00 Hrs.
	c. Last Date of Receiving Queries	01/10/2020 at 17.30 Hrs.

GeM Declaration

Providing Internet Services at TCW Patalganga are not available in GeM.

Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .

SPECIAL INSTRUCTION TO BIDDER

1. LIST OF DOCUMENTS TO BE SUBMITTED

- I. The **signed and stamped** copies of following documents should be sent as part of the technical/commercial bid submission
 - i. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company. Or the documents are required to be signed by the owner or the director of the company on which the company is registered.
 - ii. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
 - iii. Copy of Income Tax PAN Card.
 - iv. Copies of GST Registration number.
 - v. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.19.
- II. **Earnest Money Deposit** - EMD (Earnest Money Deposit) should be a Bank Draft or Bank Guarantee of Rs 3,000.00 (Rupees Three Thousand only) drawn in favour of M/s Balmer Lawrie & Co Ltd payable at Mumbai /Navi mumbai .

Earnest Money deposit (EMD) is exempted for vendors registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/services.

2. VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OF BIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring 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 reference to the tenderer and decision of Balmer Lawrie in this respect will be final.

- e. If at any stage it transpires that any bidder has submitted false or forged documents, then the bidder may be Blacklisted and the EMD would be forfeited, contract 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.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, will not be considered for commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.

3. SCOPE OF WORK

Scope of work will consists of providing internet services either in the form of broadband or lease line as per the requirement of MB mentioned in BOQ. It is the responsibility of the service provider to completely check for IT related infrastructure and provide the same. The service providers are required to give the services whenever there is issues of network connectivity. If it is found that the network is not available for the reasons not attributable to Balmer Lawrie then the amount will be debited from the monthly bill for the period the network is not available.

4. CONTRACT PERIOD

The contract period will be for 24 Months from the date of issuing LOI or PO whichever is earlier. After successful completion of contract period of 24 months, contract can be extended for another period of one year on same rate, terms & Conditions if mutually agreed.

5. TENDER DOCUMENT AND COST OF BIDDING

Tender Documents can be downloaded from our website **www.balmerlawrie.com**. The bidder shall bear all costs associated with the preparation and delivery of bid including costs and expenses related to visits to site or any other locations, and the cost of any investigations, evaluations and consultations etc. BL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

Note : This is no split tender.

6. PRE-QUALIFICATION CRITERIA

The tenderers shall fulfil the following pre-qualification criteria:

- a. Payment of Interest Free EMD of Rs.3000 /- by way of DD/PO drawn in the name of Balmer Lawrie & Co.Ltd payable at Mumbai /Navi Mumbai
- b. Tenderer should not be blacklisted from any Central or State PSU or any governmental institutions. Tenderer should give a self- certification towards the same and if on a later date Balmer Lawrie finds out that this certification is wrong, the order issued to the successful bidder is liable to be cancelled forthwith.
- c. The tenderer should have valid GST Number, copy of the same is to be submitted.

7. TENDER DOCUMENTS

Tender Documents comprises Notice Inviting Tender, General & Special Condition of Contract, Technical Specification and Drawings as unpriced part. The Priced Part consists of unpriced bill of quantities. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any, from **Rakesh R. Choudhary, Head (TCW) (Mobile no. 9866400155)** or can send their queries on Choudhary.rr@balmerlawrie.com within the schedule date. Unpriced bid and Price bid should be submitted in separate envelope i.e. unpriced bid in one envelope and priced bid in one envelope.

8. VALIDITY OF OFFER

Tendered shall keep their offer valid for acceptance for a period of 60 days from the date of opening of technical bid.

9. PRICE VARIATION

The price should be firm and irrevocable and not subject to any change till the validity of the contract period.

10. LATE BIDS

Bids received after the due date shall not be accepted under any circumstances, bidders are requested to send their bids considering the holidays.

11. DEVIATIONS

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations (in the form of Deviation Sheet) should be submitted along with the Bid.

BL reserves the right to reject any bid containing major deviation(s).

12. BID SIGNING

All signatures in bids shall be dated and shall bear a seal/stamp of the bidder. In addition, all pages of the bids before submission of the bid shall be initiated at lower right hand corner by the Bidder or by a person holding a Power of Attorney or a letter of authorization authorizing him to sign on behalf of the bidder.

13. TENDER SUBMISSION

The bids are required to be submitted offline. There will be 2 separate envelopes for unpriced and price bid. Both the envelopes are required to put in one bigger envelope. These are required to be dropped at the entrance of 2nd floor at the below address,

Kind Attention – Mr. Rakesh R. Choudhary,
Container Freight Station
Balmer Lawrie & Co. Ltd.
Plot No. 1, Sector- VII,
Dronagiri Node,
Navi Mumbai
Maharashtra - 400 707
Contact No. 9866400155

14. SUPPLY OF MATERIAL

All materials required to make the connectivity shall be supplied by the contractor.

15. TAXES and Duties

Your quoted rates shall be as per the attached format in the Price Bid. Any other levies or taxes as applicable shall be included in the quoted basic value.

16. NON-CONFORMANCE

Tenders not conforming to the above mentioned requirements are liable to be rejected.

17. SELECTION CRITERIA

The price bids of those bidders qualifying in the Pre-Qualification Criteria will alone be opened. Bid selection will be based on who quotes over all L-1 for the tender.

For any technical and / or other clarification / queries, you may please contact Mr. Rakesh Choudhary, (Head- TCW) Mob – 9866400155, email – choudhary.rr@balmerlawrie.com.

For, Balmer Lawrie & Co. Ltd.

Rakesh R. Choudhary
(Head -TCW)

GENERAL CONDITIONS OF CONTRACT

1. NON-TRANSFERABILITY OF TENDER DOCUMENTS

Tender documents shall remain the property of the Owner and if obtained by one intending tenderer, shall not be utilizable by another without the consent of the Owner.

2. TENDERERS RESPONSIBILITY TO COLLECT ALL REQUIRED DATA

- (i) The tenderer should study all tender documents, carefully, understand the condition and specification etc. before quoting. If there are any doubts about tender conditions clarification to be obtained from **Rakesh R Choudhary** (mob no. 9866400155), e-mail: Choudhary.rr@balmerlawrie.com).
- (ii) The tenderer should visit the site and familiarize himself with the site conditions, all factors which are likely to be relevant for the works, availability and rates for various things. In any case it will be deemed that tenderer has gone through the requirement and no claim whatsoever will be entertained on the plea of ignorance of factor or difficulties involved in fulfilling the tender conditions.
- (iii) Under no circumstances, Tenders may be withdrawn or modified after its submission to the Owner. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

3. COMPLETE & COMPETITIVE OFFER

- (i) Tenderers are required to make the lowest offer for the work as per the enclosed specification and details available therein.
- (ii) The rates quoted should be inclusive of all materials, labour, incidental expenses, Equipment, Tools/Tackles, Transportation of materials and Labour etc., complete. All materials are to be supplied by the Tenderer unless otherwise stated.
- (iii) Incomplete / Conditional tender quotation or tenders those received late and / or not conforming to the terms and conditions in the tender document will be liable to get rejected.

4. SECURITY DEPOSIT

On acceptance of the Bid, Contractor shall within fifteen (15) days, deposit with Owner an Initial Security Deposit of 5% of the Contract value in the form of Bank draft drawn on a Mumbai Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.

5. FORCE MAJEURE

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, fire ,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. Deliveries under the contract shall be resumed as soon as practicable

6. PERIOD OF SERVICES

Contractor shall maintain the installation Work for a period of Twenty Four (24) months from the date of issue of LOI or PO whichever is earlier. Any issues regarding to network connectivity is to be resolved within a time of two hours from the time the complaint is lodged. If the connectivity is not restarted within the time frame then the charges towards the connectivity loss will be deducted from the monthly bills.

7. RIGHT OF OWNER TO TERMINATE THE CONTRACT

Balmer Lawrie reserves the right to terminate the contract in case the service provider does not provide the services as per the requirement mentioned in the tender document.

8. 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.

9. LOCATION OF SITE

The Location of the site is at Additional Patalganga, Maharashtra Industrial Development Corporation, Plot No. F9/5, Chawne Village, District Raigad.

10. PAYMENT TERMS

The payment terms shall be as follows

- a. No advance payment will be made.
- b. The cost towards the installation will be paid after completion of work.
- c. Monthly running bills will be paid within 15 days after submission of bill.

11. 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 LI+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 vender) vender subject to matching with L1 price of non MSE vender.

12. 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.

13. ***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/LI/TCW-MUM/20-21/ 052 D. 22/09/2020 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

For Providing Internet Connectivity at TCW Patalganga.

Tender No. BL/LI/TCW-MUM/Internet Connectivity/20-21/052

Sr. No.	Item Description	Qty	Unit	Rate	Amount
1.0	Providing necessary infrastructure such as 1 No WIFI Router of 300 MPBS, 1 No 28 Port Manageable Giga Switch, 8 Port Giga switch for the internet services and connectivity.	1	L/s		
2.0	Monthly rental services of 5 MPBS Services of internet connectivity.	24	Months		
	Sub-total				
	GST				
	Grand Total				