



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/ 729

TECHNICAL / COMMERCIAL BID

Tender Document for

***[Providing & Fixing Chequered plate on open drain
including civil works]***

DUE DATE & TIME: [27/02/2021 at 5.00 pm]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Scope of Work	4
4	General Terms and conditions	5
5	Declaration accepting terms & conditions by bidder	10
6	Particulars of the organization	11
7	Price Bid	12

NOTICE INVITING TENDER

Sealed Offers are invited from reputed, experienced parties who fulfil the eligibility criteria mentioned in General Terms & Conditions subsequently, for undertaking the subject contract for **Providing & Fixing Chequered plate on open drain including civil works in CFS Dronagiri Navi Mumbai**. Interested parties has to submit **Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder**. MSME agencies should declare their UAM number in the CPPP portal, if the same is not mentioned in the CPPP portal then you shall not be entitled for any benefits for being MSME /NSIC.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the Balmer Lawrie Portal www.balmerlawrie.com The tenderer shall furnish the required information in Annexure 1 along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers put together in sealed envelope super scribing **TENDER No. BL/CFS/MUM/ 729 Dated 18/02/2021, Providing & Fixing Chequered plate on open drain including civil works** and shall be dropped in our tender box at the given address **within at 10.00 AM** 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	Providing & Fixing Chequered plate on open drain including civil
2	Tender No	BL/CFS/MUM/729 Dated 18/02/2021
3	Validity Of Offer	60 days from the date of opening of Technical bid.
4	Completion Period	15 days after receipt of LOI/WO.
5	Tender Fee	nil
6	EMD	nil
7	Bid Security Declaration	Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by bidder
8	Downloading / Submission of Tender :	
	a. Starts on	18.02.2021 at 3.00 pm
	b. Closes on	27.02.2021 at 5.00 pm
9	Opening of Tender	27.02.2021 at 5.30 pm

GeM Declaration

Providing & Fixing Chequered plate on open drain including civil works is not available in GeM.

GeM NAR no : GEM/GARPTS/18022021/QW48FILZ5K0M

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

1. LIST OF DOCUMENTS TO BE SUBMITTED

The signed and stamped copies off following documents should be sent 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 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.
- c. Company's PAN.
- d. Company's GST Registration.
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.2020

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may require to come to our office **POSITIVELY** as intimated along with all original documents to verify the submitted 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.

3. Special Note

- a. Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on tendering web page shall be the time and no other time shall be taken into cognizance.
- b. Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- c. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- d. 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 Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- e. The tender document along with Bid Formats (Part-A and Part-B) may be downloaded from our website www.balmerlawrie.com or obtained from our office at the address given above during the normal office hours.

4. Filling of Tender Documents

- 4.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 4.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 4.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 4.4 The sole proprietor or authorised representative shall sign all documents that need 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

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below explicitly but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

Providing & fixing Chequered plate on open drain including civil works for safety of persons crossing the drain which leads to yard office (Near Canteen) including repair of drain wall

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- (a) Bidder should be register vendor with Balmer Lawrie & Co.Ltd, CFS Dronagiri or with any other unit of Balmer Lawrie& Co.Ltd.
- (b) Bidder should have valid GST no. Copy of the GST Registration number is to be submitted.
- (c) Self-declaration regarding not black listing by any PSU or Govt. department is to be submitted.
- (d) Bidder should have experience of three years of doing any Structural Work or Civil Work. Copies of Work order / Completion certificate to be submitted.
- (e) Bidder should submit Bid Security Declaration as per format enclosed herewith in tender document.

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 calender .

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 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 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.
- 4.4 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 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 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

Prior to the expiry period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).

8. Completion Period

The completion period will be 15 days from the date of placement of LOI/ Work order or such date as may be mutually agreed.

9. Bid Security Declaration

Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by bidder.

10. Payment Terms

Payment will be released within 7 (seven) days from the date of submission of invoice after due certification by our authorized official / completion of JOB.

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 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.

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.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.

15..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

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

Tender No : BL/CFS/MUM/729 Dt. 18.02.2021

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.

16.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.

17. 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No_BL/CFS/MUM/729 dated 18/02/2021 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	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate enclosed	
13	VAT / CST Registration Number	
14	Whether copy of VAT / CST Registration certificate enclosed	
15	Name of the Banker	
16	Whether registration under MSMED Act	
17	In case registered under MSMED provide registration number and copy of registration certificate.	

PRICE BID

SUB : Providing Chequered plate on open drain including civil works

Tenderer should quote the rate as follows:

SI.No.	Description	Approx. Quantity Required.	Rate [Rs.]	Total Amount [Rs.]
1.	Providing and fixing of chequered plate 5mm of different sizes as per Engineer-In charge direction	850 kg	Rs. _____ per kg.	
2	Providing, mixing, placing, compacting and curing nominal mix reinforced concrete in mix proportion of 1:1.5:3 with 20mm & down stone aggregate in trench, drain , hume pipe encasing, pit, boundary wall and misc structures for all depth below ground with all materials and labour as per specification, drawing and as per direction of Engineer-in-Charge.	20 cubic meteres(CUM)	Rs _____ per CUM	
	TOTAL :			
	Taxes and duties tec.			

Total Amount in words Rs. _____

Place _____

Signature of Tenderer

Date _____

Name & Address

Annexure B

Bid Security Declaration in Lieu of EMD

(On Bidder's Letter Head)

Tender No.:

Name of Work:

I/ We, the authorized signatory of M/s,
participating in the subject Tender

no.: xxxxx for the job of “-----” do
hereby declare :

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject
Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/ we fail to execute
formal contract agreement within the given timeline OR I/ We fail to submit a performance security within
the given timeline OR I/We commit any other breach of Tender Conditions / Contract which attracts penal
action of forfeiture of EMD and I / We will be suspended from being eligible for bidding / award of all
future contract (s) of Balmer Lawrei & Co. Limited for a period of one year from the date of committing
such breach.

Place :

.....

Signature and seal of authorized signatory of Bidder:

Date :

.....

Name of authorized signatory :

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]
Tender No : BL/CFS/MUM/729 Dt. 18.02.2021