



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/739

TECHNICAL/COMMERCIAL BID

Tender Document for

*[Civil and Carpentry repair work for Yard Office at CFS Dronagiri
Navi Mumbai]*

DUE DATE & TIME: [_09_/_08_/2021 at 16:00 Hrs]

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NOTICE INVITING TENDER

Sealed offers are invited from the reputed and experienced Vendors, fulfilling the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for **Civil and Carpentry repair work for Yard Office** at Balmer Lawrie & Co.'s Container Freight Station, Dronagiri, Navi Mumbai

Tenderers are advised to download Notice Inviting Tender along with other tender documents from our web site www.balmerlawrie.com. **Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder should be submitted. Parties with Valid MSMED/NSIC Certificates is exempted from EMD. 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 put together in sealed envelope super scribing- **TENDER No. BL/CFS/MUM/739 Dated 05/08/2021 : Civil and Carpentry repair work for Yard Office** and shall be dropped in our tender box at the given address **within 09/08/2021 at 4.00 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	Civil and Carpentry repair work for Yard Office
2	Tender No	BL/CFS/MUM/739
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Work Completion Period	four week
5	Tender Fee	Nil
6	EMD	Nil
7	Use of Tender Document :	
	a. Starts on	05/08/2021 17.00 Hrs
	b. Closes on	09/08/2021 16.00 Hrs
8	Opening of Tenders	09/08/2021 16.00 Hrs.

GeM Declaration

Civil and Carpentry repair work for Yard Office are not available in GeM.
(GEM/GARPTS/04082021/2AMHDLL9GQIO)

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

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:

- a. Income Tax PAN number
- b. GST registration number.
- c. 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.
- d. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years.

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 BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie 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. BalmerLawrie 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 BalmerLawrie 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 BalmerLawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

SCOPE OF WORK

The Scope of work of this tender consists of providing wooden partition in yard room and painting of yard office and as mentioned in price bid. Scope includes material, equipment, plant & machinery, labour, transport, tools and tackles, required services etc for the above mentioned subject works, at our Container Freight Station, as described in Priced schedule and as mentioned elsewhere in this tender.

The successful tenderer shall have to undertake the work as specified in price bid schedule.

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

- (a) **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**
- (b) Bidder should be register vendor with Balmer Lawrie & Co.Ltd, CFS Dronagiri or with any other unit of Balmer Lawrie & Co.Ltd.
- (c) Bidder should have valid GST no. Copy of the GST Registration number is to be submitted.
- (d) Self-declaration regarding not black listing by any PSU or Govt. department is to be submitted.
- (e) Bidder should submit self declaration on their Companies Letter head regarding Local & Import Content as per format attached).

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 calendar.

4. Acceptance of offers

- 4.1 BalmerLawrie 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 BalmerLawrie at any stage.
- 4.3 BalmerLawrie 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 BalmerLawrie 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 BalmerLawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of BalmerLawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of BalmerLawrie.
- 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 BalmerLawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement BalmerLawrie 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

- 7.1 Prior to the expiry period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).
- 7.2 BalmerLawrie does not guarantee the quantity given in tender document actual work order or job may awarded for required measured quantity only.

8. Security Deposit :

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

9. 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.

- 10. Contract Period :** The job should be completed within four week from the date of issue of LOI /WO.

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 BalmerLawrie. In the event of contractor contravening the conditions, BalmerLawrie 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. 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.

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 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.

Note : This is no Split tender.

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.

16. **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.

17.General Safety, Security & other Regulations :

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 compulsorily 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.

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.

19. 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 contractor.

20. 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 equipment 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. 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. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

21. Force Majeure Conditions:

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

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No : BL/CFS/MUM/739 DT. 05/08/2021 and hereby confirm our acceptance of the same.

Place : _____ Signature of Tenderer

Date : _____ Name & Address

Telephone Nos.

Office:

Fax Nos. :

Annexure-1

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./ LPP	
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	GST Registration No.	
12	Whether copy of GST 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.	
16	MSMED bidder must state whether they belong to SC/ST category	

PRICE BID :

Civil and Carpentry repair work for Yard Office

Modification of yard office cabin					
Sr.no		Units	Qty.	Rate	Amount
1	Partition WITH PLYWOOD in Yard office cabin. Providing & fixing solid 2400 mm. high Partition to be fixed with 35 x 10 mm. teak wood beading and duly polished matching with laminate color above solid part. Partition to be made of 50 x 50 mm. seasoned hard wood framing spaced not more than 600 mm. c/c both ways, double skin partition fixed to timber frame made of 6 mm. thk. approved ply as per IS:710, finished both side with approved laminate with 1.5 mm. groove design complete with polishing, 4" high laminated skirting etc.& at back 35 mm. thk. Solid core flush door shutter 1650 mm. high (1 no. the cabin) with laminate finish to be incorporated with necessary hinge, mortice lock, handle, all complete as per design, direction by Engineer – in - charge.	Sq ft	50		
2	Providing & fixing 2400 mm. high fixed Partition solid up to 1050 mm & glazed upto 2000 mm. lev. With 8 mm. thk. Non toughened clear float glass as per design. Glass panel to be fixed with 35 x 10 mm. teak wood beading and duly polished matching with laminate color above solid part. Partition to be made of 50 x 50 mm. seasoned hard wood framing spaced not more than 600 mm. c/c both ways, double skin partition fixed to timber frame made of 6 mm. thk. approved ply as per IS:710, finished both side with approved laminate with 1.5 mm. groove design complete with polishing, 4" high laminated skirting etc.& at back 35 mm. thk. as per design, direction by Engineer – n -charge.	Sq ft	50		
3	Providing & Applying Acrylic/Plastic Emulsion Paint of approved shade & color of ICI Dulux /Berger/ Asian/ Goodlacs Nerolac paint or equivalent make with two coats of BIRLA putty, two coats of approved primer & 2 coats of approved Acrylic/ Plastic Emulsion Paint including preparation of surface, by removing the existing paint scrapping, sand papering, scaffolding, cleaning the floors, fittings, furniture's ladders, glasses,	Sq ft	650		

	removing of debris out of compound etc. complete as per the instructions of the Employer.				
4	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations. (a) Applying and grouting a slurry coat of neat cement using 2.75 kg/sqm. of cement admixed with proprietary water proofing compound conforming to IS : 2645 over the RCC slab including cleaning the surface before treatment. (b) Laying cement concrete using broken bricks/brick bats 25 mm to 100 mm size with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with proprietary water proofing compound conforming to IS : 2645 over 20 mm thick layer of cement mortar of mix 1:5 (1 cement : 5 coarse sand) admixed with proprietary water proofing compound conforming to IS : 2645 to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs. (c) After two days of proper curing applying a second coat of cement slurry admixed with proprietary water proofing compound conforming to IS : 2645. (d) Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1 cement : 4 coarse sand) admixed with proprietary water proofing compound conforming to IS : 2645 and finally finishing the surface with trowel with neat cement slurry and making of 300x300 mm square. (e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. All above operations to be done in order and as directed and specified b	Sq ft	250		

(Rupees _____ only)

GST shall be extra as applicable.

Signature and Stamp of the Tenderer - _____

Note : Interested parties should make site visit before quoting the rates.

Bid Security Declaration Form

Date: _____

Tender No. : _____

To,
Balmer Lawrie & Co.Ltd
Plot no.1 Sector-7,
Dronagiri Node, Navi Mumbai -400707

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____

in the capacity of : _____

Name: _____

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal

Purchase Preference for Make in India and MSE suppliers

1. Purchase Preference under Public Procurement (Preference to Make in India) Order:

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*“Margin of purchase preference” means the maximum extent to which the price quoted by a *Class-I local supplier’ may be above the L1 for the purpose of purchase preference.*

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.

- If L1 is Class-I local supplier, the qty will be ordered as per clause no 9 (Notification of Award– page no 13) under General Terms and Conditions.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020.

Annexure-3

DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

I/We, M/s....., address.....
....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

Domestic Content – [%]

Imported Content – [%]

Authorized Signatory,