

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

Tender No: BLC/CFS/Destruction/13



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[No.32, Sattangadu Village, Manali, Chennai-600068

Phone No 25941813 /25942557, Fax No. 25941863

E-mail: mukherjee.am@balmerlawrie.com]

TENDER NO: BLC/CFS/Destruction/13

Dt. 20.09.2021

Tender Document for

Carrying out destruction of unfit cargo

DUE DATE & TIME: [01/10/2021 at 16:00 Hrs]

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NOTICE INVITING TENDER

On line bids are invited on two bid system from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions for undertaking the subject contract for **Carrying out destruction of unfit cargo for our Container Freight Station, Manali, Chennai 600 068.**

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 bidder's credentials are to be uploaded along with the tender documents through the appropriate link.

S.No	Description	Details
1	Name of Work	Carrying out destruction of unfit cargo
2	Tender No	BLC/CFS/Destruction/13
3	Validity Of Offer	60 days from the date of opening the tender
4	EMD	N/A
4	Completion Period	3 months from the date of placement of order
5	Submission of Tender :	
	a. Starts on	20.09.2021
	b. Closes on	01.10.2021 at 16.00 Hrs
6	Opening of Tenders	01.10.2021

GeM Declaration

Carrying out destruction of unfit cargo work is not available in GeM. Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .

1. 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, towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for proper 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, 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>. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Only those vendors who are registered with our Company would be considered for issuance of tender form directly/ acceptance of the tender. The other interested parties (who are not registered with us) may seek to register with the unit and subject to such registration being confirmed, they would be considered for the subsequent Tenders.

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 is 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.

HELPEDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for BalmerLawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Lakshmanan (Chennai)	lakshmanan@c1india.com	+91- 8248990022

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.

2. Special Note

- 2.1 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.
- 2.2 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.
- 2.3 No bids will be accepted physically or by post.
- 2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.5 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.
- 2.6 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.

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 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

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 explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from vendor's scope.

The successful tenderer shall have to undertake the following work:

Detailed Scope of work:

Destruction of unfit cargo of total 5 consignments (3 FCL & 2 LCL Consignment) including transportation and loading/ unloading activities till corporation dumping yard after getting NOC from TNPCB & returning the empty container to empty yard.

The detailed Scope of work includes the corporation approval, demand fees for corporation, dumping in dump yard (including labour, JCP) bleaching powder, cow dung and cleaning agents, Customs preventive Escort movement, custom file closing, trailer transportation, mode of disposal certificate from pollution board if necessary, customs UCC closing the lots, submitting two sets of photographs (One for documentation and the other for customs closing)

The work should be done as per the laid down norms of Customs.

The destruction Consignment details as follows:

Sr. No	Lot No.	Cargo	Type	Approx. Weight (MT)
1	334	CHEZ TONE	LCL Cargo	1
2	418	ZORIEN SEY	LCL Cargo	5.2
3	502	ZINC DIMETHYLDITHIO CARBAMATE	FCL 2x20'	24.2
4	503	PHOSPHONO METHYL GLYCINE 2 -PROPYLAMINE	FCL 1x20	16.8
5	694	BONE GRIST COW & BUFFALO BONE MIXES	FCL 1x20	18.9

GENERAL TERMS AND CONDITIONS

1. Experience criteria

- The bidder should have experience in destruction work.
- Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required and should be attached)
- Should have minimum average turnover of Rs.1,50,000/- per year during the last 3 years ending 31st March 20. (Proof to be attached).
- The Bidder must have GST registration (Proof to be attached).
- Bidder should fill Bid Security Declaration Form duly signed & stamped as found in Annexure- 2.

2. Submission Of Bids

The Single bid tender documents may be uploaded in e-Procurement platform at <https://balmerlawrie.eproc.in>

[A] Only the rates are to be filled 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

[A] Bid would be opened as per Tender Calendar

4. Acceptance of offers

- 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.
- Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and

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Balmer Lawrie at any stage.

4.3 Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder.

4.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents 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 whichever is earlier. 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

5.1 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.

5.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

6. Notification of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the Successful bidder(s).

7. Safety

The bidders are strictly advised to follow the various safety aspects as per HSE norms in attending to the above work at various elevated structures, roof levels like providing proper scaffolding, safety ropes and safety helmets, safety shoes etc. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

8. Completion Period

The entire work shall be supplied within 3 months from the date of placement of order.

9. Performance security Deposit

An interest free Security deposit of 3% of contract Value has to be submitted by the successful bidder after awarding the contract to cover non-performance of the work. The security deposit would be returned to the successful bidder after completion of contract.

10. Payment Terms

Payment would be made after satisfactory completion of work along with submission of certified bills within 15 days. All required supporting documents must be submitted either before or along with the bills.

11. Contact Person

For any clarification / Queries you may please contact Mr. K. Udhayakumar Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone 044-25940643 / 9840690169.

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 other firm at the 'Risk & Cost' of the contract.

13. 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.

14. Purchase preference policy for MSE Vendors

If it is seen that a Micro, Small and Medium (MSME) 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 MSME 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 MSME vendors are within the +15% range, 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 MSME (within 15% band with non MSME vender) vender subject to matching with L1 price of non MSME vender.

15. Declaration of UAM by MSME vendors

MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender. It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012. Micro & small scale manufacturing/ service units registered with MSME/ NSIC are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

16. 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.

17. 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 as per current applicable rate on 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.

18. Statutory Regulations

The bidder should conform to all the statutory regulations as applicable.

19. 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.

20. Liquidated Damage

If the contractor is unable to complete the jobs specified in the scope of work within the period specified in the NIT, 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 contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss / damage which will be suffered by the owner on account of delay / breach on the part of the contractor and the said amount will be payable without proof of actual loss or damage carried by such delay / breach.

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 Contractor, in the event of his failing to complete the work within the stipulated time.

21. 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BLC/CFS/Destruction/13 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

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 / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belong to SC/ST Category	

Price Bid
TENDER NO: BLC/CFS/Destruction/13

Sub: Tender for Carrying out destruction of unfit cargo

Sr.No	Lot No.	Cargo	Type	Approx. Weight (MT)	Rates (Rs.)
1	334	CHEZ TONE	LCL Cargo	1	
2	418	ZORIEN SEY	LCL Cargo	5.2	
3	502	ZINC DIMETHYLDITHIO CARBAMATE	2x20'	24.2	
4	503	PHOSPHONO METHYL GLYCINE 2 -PROPYLAMINE	1x20	16.8	
5	694	BONE GRIST COW & BUFFALO BONE MIXES	1x20	18.9	
Total					

Note: GST will be applicable separately as per prevailing Rate

IN WORDS:

Note: Destruction of unfit cargo is including transportation and loading/ unloading activities till corporation dumping yard after getting NOC from TNPCB & returning the empty container to empty yard along with all documentation and formalities of various departments like corporation approval, payment of demand fees for corporation, dumping in dump yard (including labour, JCP) bleaching powder, cow dung and cleaning agents, Customs preventive Escort movement, custom file closing, trailer transportation, mode of disposal certificate from pollution board if necessary, customs UCC closing the lots, submitting two sets of photographs (One for documentation and the other for customs closing).The work should be done as per the laid down norms of Customs.

Date: _____ Signature of Tenderer with Seal

Place: _____ Name & Address

Telephone No

ANNEXURE – 2

Bid Security Declaration Form

Date: _____

Tender No. : BLC/CFS/Destruction/13

To,
Balmer Lawrie & Co.Ltd
No.32, Sattangadu Village,
Manali, Chennai-600068

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 reuse 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

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)