

BalmerLawrie& Co. Ltd. Container Freight Station, [Mumbai ]  
e-Tender No : BL/CFS/MUM /744 dt. 27/09/2021



**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: [surve.cr@balmerlawrie.com](mailto:surve.cr@balmerlawrie.com)]*

CIN - L15492WB1924GOI004835

**TENDER NO: BL/CFS/MUM/744**

**DT. 27/09/2021**

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**[Disposal of Industrial garbage]**

**DUE DATE & TIME: 08/10/2021 at 16.00 hrs ]**

**INDEX**

<b>S. NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	5
4	Scope of Work	7
5	General Terms and conditions	8
6	Declaration accepting terms & conditions by bidder	13
7	Particulars of the tenderer's organisation	14
8	Price Bid	15

### **NOTICE INVITING E-TENDER**

On line bids in single bid system are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract **Disposal of Industrial garbage at our container Freight Station, Dronagiri, Navi Mumbai -400707**

Bidders 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 bidders ' credentials are to be uploaded along with the tender documents through the appropriate link.

<b>S.No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of Work	<b>Disposal of Industrial garbage</b>
<b>2</b>	Tender No	<b>BL/CFS/MUM/744</b>
<b>3</b>	Validity Of Offer	<b>60 days from the date of opening of the price bid</b>
<b>4</b>	Contract Period	<b>One year</b>
<b>5</b>	Tender Fee	<b>NIL</b>
<b>6</b>	Bid Security Declaration	<b>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>
<b>7</b>	Downloading / Submission of Tender :	
	a. Starts on	<b>27/09/2021 at 16.00 hrs</b>
	b. Closes on	<b>08/10/2021 at 16.00 hrs</b>
<b>8</b>	Opening of Tenders	<b>08/10/2021 at 17.00 hrs</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. 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
- b. Income Tax PAN number
- c. GST Registration number
- d. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three 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, scanned copies of which have been submitted with the e-tender 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, 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.

**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>. Interested parties have 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 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 physical documents should reach our above address prior to due date and time. 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.

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.

**01. 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 C1 India 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>

Bidders may contact the following resource persons for any assistance required in this regard.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport[at]c1india[dot]com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

### **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 the same. They may contact help desk of C1 India Pvt. Ltd.

### **02. Special Note**

- 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.
- 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.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 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.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- 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.

### **03. 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 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**

Disposal of Industrial Garbage from the Company's Container Freight Station at Dronagiri, Navi Mumbai on "as is where is basis" based on the following terms.

1. The successful party should arrange for disposal of Industrial Garbage which are kept at designated places inside Container Freight Station (CFS), Dronagiri.
2. The party should obtain prior permission of Customs in writing before arranging for disposal. The company may provide necessary document 'if any' required for the purpose.
3. The party has to arrange for lifting of Industrial Garbage in vehicle/trucks and load the industrial waste/garbage in the presence of Company's authorized person only.
4. The successful party will be required to arrange at their own expense all manpower, tools, tackles etc. to pick up Industrial Garbage.
5. The disposal should be done on a monthly or as and when required basis as instructed by company official in writing.
6. The successful party will be required to take all necessary permissions from local authority or any other statutory body/board as per statutory provisions governing authorised bodies at their own cost and responsibilities for disposal industrial waste garbage. Disposal of lifted industrial garbage from the Company should be carried out complying statutory rules and regulations for disposal of waste.

## GENERAL TERMS AND CONDITIONS

### 1. Eligibility Criteria For Techno-Commercial Bid

- i. Submission of Bid Security Declaration as per format enclosed (Annexure-4) herewith in tender document
- ii. The party should be registered vendor of Balmer Lawrie & Co. Ltd. Container Freight Station Dronagiri, Navi Mumbai or with any other unit of Balmer Lawrie & Co. Ltd
- iii. The bidder should have Valid GST number.
- iv. Bidder Should not have been blacklisted by any PSU /Govt. Department (a self-certification for the same is required)

2. Disposal of Industrial Garbage shall be on “as is where is” basis upon making payments in advance by Cash or Demand Draft.
3. It will be the responsibility of the Contractor to engage his own personnel including deployment of tools and implements and ensure safety of the personnel deployed to carry out the above work
4. There is no guarantee about the quality and quantity of Industrial Garbage that will get Generated. However as per past experience we expect to generate total 4 Dumpers /Trucks per month.
5. In the event of failure of any of the parties to lift the Industrial Garbage as per instructions, the same will be awarded to any other H2 or H3 parties subject to matching the rate of H1, without any reference to the original party.

### 6. 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.

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.

### 7. Tender Opening

Unpriced and price bid will be opened as per tender calendar.

### 8. Acceptance of offers

- 8.1 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.
- 8.2 The tenderer shall quote the rate as per the format in Price Bid. In case the rate is found having quoted abnormally **HIGH** or **LOW** by any tenderer, the same will not be considered and the offer of the tenderer quoting such a high or low rate will be cancelled.
- 8.3 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage



- 8.1. 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.
- 8.2. 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.

## **9. Price Variation**

- 9.1 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.
- 9.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

## **10. Notification of Award**

Prior to the expiration of the period of Bid validity, BL will place work order or letter of intent on the successful H1 bidder(s).

BL shall place the work order on the Highest Quoted Bidder for the tender and as such it would be in the interest of the bidders to quote their most competitive price.

Bidders to note that rates should be quoted based on the standard payment terms as mentioned in the Tender and evaluation of the bids will be done accordingly.

Negotiations, if held will be only with the lowest (H1) bidder. 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.

## **11. Contract Period**

The contract will be for a period of one year effective from the date of LOI/Purchase Order. On satisfactory performance contract period of **[one year]**, the contract may be extended on mutual agreement for another period of one year on the existing terms & conditions.

## **12. Payment Terms**

Advance payment by cash or demand draft prior to lift the Industrial Garbage and same will be adjusted against the Invoice raised by Balmer Lawrie & Co as per quoted rates with taxes for the quantity lifted by tenderer in lots (Dumper/Truck).

### **13. Security Deposit /EMD**

The successful bidder shall be required to submit within 10 days of issue of LOI/PO whichever is earlier, security deposit of Rs. 15000/- in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai and shall be retained till completion of the contract/extended contract period. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenderers.

### **14 . 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.

### **15. Termination**

The contract can be terminated by either party by giving 1 clear months' 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 or If the successful bidder does not lift Industrial Garbage in two consecutive months as per instructions, their contract will stand terminated & EMD /SD will get forfeited.

### **16. 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.

### **17. 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.

**18. 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.

**19. 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***

**20. Compliance of GST**

- 1) Vendor to comply with all requirements under GST and provide their GST Registration details.
- 2) Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- 3) Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- 4) Vendors are required to raise invoice as per the GST tax structure and format.
- 5) Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- 6) In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.

- 7) Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.
- 8) 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 / 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.
- 9) Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment / black listing the vendor / debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No :BL/CFS/MUM /744 dt. 27/09/2021 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

Annexure-2

**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	

**Annexure-3**

**PRICE BID**

Sl. No.	Description	Rate : Per Dumper / Truck
1.	<b>AMOUNT OFFERED FOR Industrial Garbage TO BE PAID TO BALMER LAWRIE &amp; CO. LTD.</b>	RATE SHOULD BE QUOTED ONLINE ONLY  Rs. _____ Per <b>Dumper /Truck</b>
2	<b>GST</b>	@ _____%
3	<b>Total with GST</b>	

Total Amount in words: Rupees \_\_\_\_\_ ]

**NOTE:**

**In case the rate is found having quoted abnormally HIGH or LOW by any tenderer, the same will not be considered and the offer of the tenderer quoting such a high or low rate will be cancelled.**

Place: \_\_\_\_\_

Signature of Tenderer : \_\_\_\_\_

Date: \_\_\_\_\_

Name & Address : \_\_\_\_\_

## 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 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)