

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

Tender No : BL/CFS/MUM/746 dated 20/10/2021



**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: koli.ka @balmerlawrie.com**

**TENDER NO: BL/CFS-MUM/746 dt 20/10/2021
CIN - L15492WB1924GOI004835**

TECHNICAL / COMMERCIAL BID

Tender Document for

[Supply Combo of Sweets and Dry fruits in Hard Cardboard Gift Box]

DUE DATE & TIME: 25/10/2021 [at 16.00 hrs]

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NOTICE INVITING TENDER

Online bids **or** sealed offers are invited from reputed who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract for Supply Combo of Sweets and Dry Fruits in Hard Cardboard Gift Box.

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 or sealed offers can be dropped in tender box at our Container Freight Station, Plot 1, Sector 7, Dronagiri Node, Navi Mumbai 400707

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	Supply Combo of Sweets and Dry Fruits in Hard Cardboard Gift Box
2	Tender No	BL/CFS/MUM/746
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Completion Period	Within 5 days from the date of LOI or Purchase Order
5	Tender Fee	Not applicable
6	EMD	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)
7	Downloading / Submission of Tender :	
	a. Starts on	20/10/2021 AT 16.00 hrs
	b. Closes on	25/10/2021 AT 16.00 hrs
8	Opening of Tenders	25/10/2021 AT 17.00 hrs

GeM Declaration

Supply Combo of Sweets and Dry Fruits in Hard Cardboard Gift Box are not available in GeM.
GAR NO. : GEM/GARPTS/19102021/B9XLX6DGASOP

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 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 Company/ 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 no.

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

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 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 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 an **Bid Security Declaration** (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder.)

Bidder who are going to submit off line bid may download Notice Inviting Tender along with other tender documents from our site www.balmerlawrie.com.

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 original 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.

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 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>

Bidders may contact the following resource persons for any assistance required in this regard. BL Help desk Details given below.

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 : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

- 1.2 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

The successful tenderer shall have to supply the following **items in Hard Cardboard Gift Box. The items mentioned in the all the combos should be of very good quality and packed properly individual packets.**

Combo of Sweets and Dry Fruits		
1	Dry Fruit [Baddam]	250 Grams
2	Dry Fruit [Kaju]	250 Grams
3	Assorted Mewa Bites [Orange, Rose, Choco & Badam]	250 Grams
4	Khajoo Delight Sweet	250 Grams
4	Hard Cardboard Gift Box	01 Number

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid:

- a) Submission of bid security declaration as per format enclosed as Annexure-C
- b) Bidder needs to furnish the declaration that they are not black listed by any PSU/Government bodies in past.
- c) Bidder should have valid GST registration number.
- d) Bidder should have valid Gumasta License/Shop and Establishment License from Local Authority
- e) Bidder should have valid Food Safety and Standards Authority of India (FSSAI) License
- f) Bidder should submit self-declaration on their Companies Letter head regarding Local & Import Content as per format attached (Annexure E.)

2. Submission Of Bids

A. Online bid : The bids should be submitted in single bid process.

Technical / Commercial Bid [Unpriced] with Price bid.

For Price Bid, only the rates are to be submitted as per given format.

B. Off Line bid : Bidder who are going to submit off line bid, they have to submit their bid in single envelop which contain two separate envelope i.e. one for technical bid and one for price bid and shall be dropped in our tender box at the given address **within 25/10/2021 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

3. Tender Opening

Unpriced and price bid will be opened as per tender calendar as it is a single bid.

4. Acceptance of offers

- i. 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.
- ii. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- iii. 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.
- iv. 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. 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).

BL shall place the Purchase order on the Lowest 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 (L1) 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.

7. Completion Period

Delivery to be given within 5 (five) days of date of LOI or Purchase Order at outlet of bidder. Transportation, loading and unloading shall be arranged by Balmer Lawrie ex-outlet of bidder.

8. Payment Terms

Payment will be released against certified bills within 7 (Seven) days from the date of completion of work. Transportation charges, loading and unloading charges will not be paid EXTRA.

9. 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 vender) vender subject to matching with L1 price of non MSE vender.

Note : This is no split tender.

10. 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.

11. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and 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 and 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.

12. 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.

13. 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 equipments 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. 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/746 dt.20/10/2021 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	GST Registration. No.	
12	Whether copy of GST Registration certificate enclosed	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

PRICE BID

Sl. No.	Item Description	TOTAL Nos required	Rate (Ex-Bidder outlet)	Amount
1.	Combo of Sweets and Dry Fruits (Details as provided in Scope of work)	200		
GST				
Total				

NB : The cost is excluding of delivery loading, unloading and Transportation charges.

Total Amount in words _____ **only.**

Place :

Signature of Tenderer :

Date :

Name & Address :

Annexure - C

Bid Security Declaration (On Letterhead)

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

(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)

Annexure-E

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:

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]
Tender No : BL/CFS/MUM/746 dated 20/10/2021

“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.