



**BALMERLAWRIE & 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](mailto:koli.ka@balmerlawrie.com)]**

**CIN - L15492WB1924GOI004835**

**TENDER NO: BL/CFS/MUM/735**

**TECHNICAL/COMMERCIAL BID**

**Tender Document for**

*Repairing & Servicing of 125 KVA Diesel Generator Set & New Wiring in  
UPS Room at CFS **Dronagiri Navi Mumbai***

**DUE DATE & TIME: [ \_21\_/\_05\_/2021 at 16:00 Hrs ]**

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## NOTICE INVITING E-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 **Repairing & Servicing of 125 KVA Diesel Generator Set & New Wiring in UPS Room** 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](http://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 and EMD put together in sealed envelope super scribing- **TENDERNo.BL/CFS/MUM/735 Dated 17/05/2021 : Repairing & Servicing of 125 KVA Diesel Generator Set & New Wiring in UPS Room** and shall be dropped in our tender box at the given address **within 21/05/2021 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	<b>Repairing &amp; Servicing of 125 KVA Diesel Generator Set &amp; New Wiring in UPS Room</b>
2	Tender No	<b>BL/CFS/MUM/735</b>
3	Validity Of Offer	<b>60 days from the date of opening of the price bid</b>
4	Work Completion Period	<b>One week</b>
5	Tender Fee	<b>Nil</b>
6	EMD	<b>Nil</b>
7	Use of Tender Document :	
	a. Starts on	<b>17/05/2021 16.00 Hrs</b>
	b. Closes on	<b>21/05/2021 16.00 Hrs</b>
8	Opening of Tenders	<b>21/05/2021 17.00 Hrs.</b>

### **GeM Declaration**

**Repairing & Servicing of 125 KVA Diesel Generator Set & New Wiring in UPS Room are not available in GeM.( GEM/GARPTS/17052021/SCCS31TGPXVW)**

**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 no .
- 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](http://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**

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

The successful tenderer shall have to undertake the following work:

### **Detailed Scope of work:**

*Supply and installation of 130 AH, 12 Volt Battery for 125 VA DG Set at CFS.*

*Supply and installation of 250 Amps Changeover switch with metallic box.*

*Supply and laying 3.5 Core 185 sqmm, Aluminum conductor armored cable.*

*Servicing of 125 KVA Diesel Generator Set at CFS.*

*Point wiring for UPS Room along with supply and installation of changeover switch along with metallic box.*

## **Schedule of Work**

### **Notes:**

- 1.0 Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications and other Tender Documents.
- 2.0 The work shall be carried out as per Specifications and the description of the items in this Schedule and/or as per Engineer's instructions.
- 3.0 Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Engineer-In-Charge.
- 4.0 The Quantities of the various items mentioned in the Schedule of Items are indicative and actual quantity required may vary. Interested parties may visit the site to get an indication of the probable extent of the work to be executed under any particular item in this Schedule before undertaking any preliminary and enabling work or purchasing bought out components related to the work.
- 5.0 Rates shall be quoted both in figures and in words in clear legible writing and rates in words to prevail. No over writing is allowed. All scoring and cancellations should be countersigned by the Tenderer. In case of illegibility, the interpretation of the Engineer-In-Charge shall be final. All entries shall be in English language.
- 6.0 Engineer's decision shall be final and binding on the Contractor regarding clarification of items in this Schedule with respect to the other sections of the Contract.
- 7.0 For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analyzed as follows:

Rate for extra item = Cost of material (a) + cost of labour (b) inclusive of all necessary tools, tackles, equipment, machinery and consumable required to carry out the work + 10% of (a+ b) towards profit and overhead.

## **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) At least two years working experience of doing any Electrical work .WO copies or completion certificate are to be submitted.

### **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 One 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 Regularations :**

The contractor will be responsible for ensuring proper conduct & behaviour of the personnel deployed by him so as to maintain laid down safety and security rules and regulations at BL CFS. Dronagiri . The contractor shall allow only those workers who have the authorized gate entry permits and will ensure that they 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.

### **18. Performance Guarantee & Warranty**

- 130 AH, 12 Volt Battery supplied for 125 VA DG Set at CFS shall be warranted for a period of five years from the date of completion of the works, against any defects on the basis of **replacement warranty**.
- All other items executed under proposed work shall be warranted for a period of one year from the date of completion of the work. *Any repairing work required during warranty period should be done free of cost. Any complaints received from BL Official in this regard should be attended immediately.*

### **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/735 DT. 17/05/2021 and hereby confirm our acceptance of the same.**

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

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

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]**  
**Tender No : BL/CFS/MUM/735 DT. 17/05/2021**

Telephone Nos.

Office:

Fax Nos. :

**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 :**

**Repairing & Servicing of 125 KVA Diesel Generator Set & New Wiring in UPS Room**

Sr. No.	Description	Unit	Quantity	Unit Rate in Rupees	Total Amount in Rupees
1	Supply and installation of 130 AH, 12 V Battery	No.	02		
2	Supply and installation of 250 amp. Changeover switch with metal enclosure	No.	01		
3	Supply and laying of 1.1 KV grade 185 sqmm, 3.5 Core, Aluminum conductor armored cable.	Mtr.	50		
4	Servicing and necessary 125 KVA Generator	No.	01		
5	New Point wiring for UPS Room	Lumsum	01		
6	Supply and installation of Changeover switch with metal enclosure	No.	01		
7	Supply and fixing of casing capping	Mtr.	20		
8	Terminations of all cables.	Nos.	20		
9	Total Amount in Rs.				
10	SGST @9% - Rs.				
11	CGST @9% - Rs.				
	Net Amount in Rs.				

(Rupees \_\_\_\_\_ only)

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

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]**  
**Tender No : BL/CFS/MUM/735 DT. 17/05/2021**