

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

Tender No: BLC/CFS/Domestic Empty Container/04



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/Domestic Empty Container/04

Dt. 09.07.2021

Tender Document for

**Supply of 12 x 20' Domesticated used Empty Containers in Cargo worthy
Condition**

DUE DATE & TIME: [29/07/2021 at 16:00 Hrs]

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NOTICE INVITING TENDER

On line bids are invited on single 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 **Supply of 12 x 20' Domesticated used Empty Containers in Cargo worthy Condition** 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	Supply of 12 x 20' Domesticated used Empty Containers in Cargo worthy Condition
2	Tender No	BLC/CFS/Domestic Empty Container/04
3	Validity Of Offer	60 days from the date of opening the tender
4	Bid Security Declaration	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 the bidder).
4	Completion Period	1 month from the date of placement of order
5	Submission of Tender :	
	a. Starts on	09.07.2021
	b. Closes on	29.07.2021 at 16.00 Hrs
6	Opening of Tenders	29.07.2021

GeM Declaration

Supply of 12 x 20' Domesticated used Empty Containers in Cargo worthy Condition 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. 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. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. 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.

- c. Income Tax PAN number.
- d. GST Registration number.
- e. 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, 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.

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>

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Bidder 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: 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
Ravi Gaiwal (Mumbai)	ravi.gaiwal@c1india.com	+91-22-66865633

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:

- **Supply of 12 x 20' Domesticated used Empty Containers in Cargo worthy Condition. All 12 x 20' Containers shouldn't be manufactured prior to year 2010.**
- **Making necessary payment of Customs Duty and domestication charges for all 12 used empty Shipping Containers.**
- **IT may be noted that, all 12 x 20 ' used empty shipping containers will be inspected at Chennai Location by BL Authorized person . Delivery of these containers is subject to receipt satisfactory inspection report from BL authorized Person.**
- **Transportation of all 12 x 20' used empty Shipping Containers from empty yard (only from Chennai location) till BL CFS, Chennai will be Scope of Balmer Lawrie.**

GENERAL TERMS AND CONDITIONS

1. Experience criteria

- a) The bidder should be in the business of repair and maintenance activities of ISO Containers or in the business of Shipping Line / NVOCC/Consolidator/Empty Container Plot/Yard Management for at least for 3 years.
- b) Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required and should be attached)
- c) Should have minimum average turnover of Rs.6,00,000/- per year during the last 3 years ending 31/03/2020 (Proof to be attached).
- d) The Bidder must have GST registration (Proof to be attached).
- e) Bidder should fill Bid Security Declaration Form duly signed & stamped as found in Annexure- 2.
- f) Bidder should fill Local Content Declaration Form duly signed & stamped as found in Annexure- 3.

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

- 4.1 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.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and 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.

7. 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).

8. Completion Period

The 12 nos. of domesticated used empty cargo worthy containers shall be supplied within 1 month from the date of placement of order.

9. Performance security Deposit

An interest free Performance Security Deposit of **3% of the contract value** in the form of Pay Order / Demand Draft or Bank Guarantee or through on-line Bank transfer in NEFT/RTGS/IMPS mode is required to be submitted by the successful bidder to cover loss / damage of material / container / property during handling of cargo at CFS, lack of interest to perform as per work instruction or failure to perform etc. The format for the Bank Guarantee will be provided by the company. The security deposit will be refunded after one year after successful completion of delivery.

Security deposit is liable to forfeiture in the event of:

- Non-Supply after Acceptance of Purchase Order.
- Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- Successful Bidder violates the tender conditions.
- If the performance of the bidder is found to be unsatisfactory

10. Payment Terms

Payment shall be made within 15 days from the date of supply of used empty cargo worthy containers and submission of bills subject to survey of soundness / worthiness of containers by BLCFS surveyors.

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Appropriate tax [if applicable] like Income tax and any other statutory charges, if any will be deducted from the bills as per statutory regulations.

11. Contact Person

For any clarification / Queries you may please contact Mr. S.Loganathan, Sr.Manager, Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone 044-25940643 / 9840797737.

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 successful supplier can supply the containers within 30 days from the date of placement of purchase order. If any delay happening to supply of the containers, the company shall be issued 1 month clear notice in writing. However in case of serious breach of contract by the supplier the Company reserves the right to terminate the purchase 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. 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//Domestic Used Empty Cargo worthy Container/04 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/Domestic Empty Container/04

Sub: Supply of 12 x 20' Domesticated Cargo worthy used Empty Shipping Container

Cargo	No of Units	Rate Per Unit	Total Amount
<i>Supply of 12 x 20' Domesticated used Empty Containers in Cargo worthy Condition (All 12 x 20' Containers shouldn't be manufactured prior to year 2010)</i>	12		
<i>Customs Duty and domestication charges</i>	12		
Total			
<i>GST will be applicable Separately as per prevailing rate</i>			

Date:

Signature of Tenderer with Seal

Place:

Name & Address

Telephone No

ANNEXURE – 2

Bid Security Declaration Form

Date: _____

Tender No. : BLC/CFS/Domestic Used Empty Cargo worthy Container/04

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)

ANNEXURE – 3

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.

For more details and applicability, bidders are requested to refer to Order No. P45021/2/2017-PP (BE-II) dated 04th June 2020.

**DECLARATION – BIDDER TO SUBMIT ON THEIR LETTER
PAD FOR LOCAL CONTENT**

Dated

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

Domestic Content (%) –
Imported Content (%)–

Authorized Signatory,