



BALMER LAWRIE & CO. LTD.

Container Freight Station
P-3/1, Transport Depot Road
Kolkata – 700 088

Phone No. 2450-6810 & 811
Fax No. 2449-8355
Email No.:sett.a@balmerlawrie.com

BL/APD-CFS/GARDENING /19-20

TECHNICAL / COMMERCIAL BID

Tender Document for

[TENDER FOR LANDSCAPING AND GARDENING IN AND AROUND OF CFS PREMISES,
KOLKATA, AT P-3/1 TRANSPORT DEPOT ROAD, KOLKATA - 700088]

DUE DATE & TIME: [29/06/2019 at 3:00 PM]

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BALMER LAWRIE & CO. LTD.
SBU-LI : CFS
P-3/1, Transport Depot Road
Kolkata – 700 088
Phone No. 2450-6811/2450-6810
Fax No. – 2449-8355
E-mail No : sett.a@balmerlawrie.com

NOTICE INVITING TENDER

TENDER NO. BL/APD-CFS/GARDENING/19-20

Sealed Tenders in Single Bid System are invited from reputed and registered vendors of Balmer Lawrie, who would adhere to jobs enumerated in the Scope of Work and comply General Terms & Conditions mentioned subsequently, for undertaking the subject contract for “LANDSCAPING AND GARDENING IN AND AROUND OF CFS PREMISES, KOLKATA, AT P-3/1 TRANSPORT DEPOT ROAD, KOLKATA - 700088”.

Interested parties may please inspect the site and understand the job-scope on ground before submitting quote.

Tenderers are advised to download the Tender Document along with terms and conditions from our web site “www.balmerlawrie.com”. Interested parties may please inspect the site and understand the job-scope on ground before submitting quote.

The offer against Tender, complete in all respect and sealed in a Single envelope should reach the office of the undersigned latest by 3-00 PM on 29/06/2019 , super scribing the Name & Tender Ref. No. and the last date of submission, on the envelop.

Interested parties are advised to quote their rates in conjunction with compliance of all Terms & Conditions, specification and Price Bid as stipulated in this NIT.

Dy. Manager [Comm.]
Container Freight Station,
P-3/1 Transport Depot Road
Kolkata-700088,
Tel Nos.24506811, Fax 2449-8355

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata] Tender No : - BL/APD-CFS/GARDENING/19-20

S. No	Description	Details
1	Name of Work	LANDSCAPING AND GARDENING IN AND AROUND OF CFS PREMISES, KOLKATA, AT P-3/1 TRANSPORT DEPOT ROAD, KOLKATA - 700088
2	Tender No	BL/APD-CFS/GARDENING/19-20
3	Validity Of Offer	120 days from the due date of submission of the tender.
4	Contract Period	Two years extendable for one more year
5	Submission of Tender :	
	a. Starts on	20/06/2019
	b. Closes on	29/06/2019
6	Opening of Tenders	29/06/2019

1. LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

The photocopies of following documents should be attached with the tender bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN number
- c. Trade Licence.

2. 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, photo copies of which have been submitted with the tender towards 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 put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.
- g. Bids of any tender may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
- h. Party conforming with the tender conditions and quoting the lowest rates in totality may be selected.

1. FILLING OF TENDER DOCUMENTS

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorised representative shall sign all documents as required. 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 produced.

2. SUBMISSION OF TENDER :

The tender in prescribed format to be submitted super scribing "BL/APD-CFS/GARDENING/19-20" Due Date 29/06/2019, with reference Tender No. and date.

3. SITE VISIT :

Parties are advised to check the job area physically before quoting the rates.

SCOPE OF WORK & RESPONSIBILITY

Work covered in this tender document is 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 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 under instruction and advice of Administrative In-charge/any person authorised by him:

- a. Plans and executes small scale landscaping suitable to available gardening areas and maintains grounds and landscape of yard premises.
- b. Plant trees of diverse nature, shrubs, vines, grasses, in and around CFS premises.
- c. Maintaining and developing the existing gardens inside CFS Kolkata by watering the plants every day.
- d. Periodic trimming of trees as and when required inside the CFS premises
- e. Seeding new plants and watering them every day at the correct times.
- f. Clearing rubbish and litter away from the garden and emptying bins, weed control and cutting of excess grass in and around the plant garden.
- g. Prepare grading terrain, applying fertilizers, seeding and sodding lawns, and transplanting shrubs and plants, using manual and power-operated equipment.
- h. Ensure adherence to all safety norms.
- i. Spraying of insecticides, if required, is to be done at times so that there is minimum human interference during such. This would be strictly as per permission from BL to

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata] Tender No : - BL/APD-CFS/GARDENING/19-20

be obtained. Work may be advised to be done on off-days/odd hours without any additional expenditure.

- j. The quality of the fertilizers and manures to be used by the party for effective maintenance of gardens must be such that it does not in any way affect the health or well-being of the party's own persons who do the spraying, BL employees, associates and other who are present in the services/sprayed area. There should not be any adverse effect on the environment or the public at large also. All liabilities, if any, due to any eventuality would be with the party. BL would have no liabilities including regarding statutory matters in this regard.

The above list illustrative and not exhaustive, and the contractor will arrange for necessary operations as and when required and as instructed by the company officials.

GENERAL TERMS AND CONDITIONS:

Eligibility Criteria For Techno-Commercial Bid

- a) Payment of EMD for Rs. [3,000/-]. However, MSMED bidders are exempted from submission of EMD.
- b) Experience of executing similar work at any CFS/Industrial premises/Warehousing Units for a minimum period of 2 years [as on 31.03.2019].

1. RATE :

The rates should be quoted as per Price Bid format only which shall be including all Taxes & Duties, Transportation (if any). However, GST (if applicable) shall be paid by BL extra at the prevailing rate.

2. PAYMENT:

Within 30 days of submission of bill accompanied by challan duly signed.

3. VALIDITY OF OFFER :

Offer should be valid for 120 days for acceptance by BL from the due date of submission of the Tender. Rate quoted shall remain firm during the contract period and for extended period if mutually agreed upon.

4. CONTRACT PERIOD :

The period of contract should be for **Two Years** from the date of Work Order/LOI and on mutual consent may be further extended for another one year.

COMPLIANCES :

The services as and when required would be done by persons authorized with permit by the party for carrying out the servicing/spraying job. Such persons should be covered under ESI and shall be provided with all required safety equipments including suitable masks, gloves and have sufficient training/ instruction for the job by the vendor. All statutory and other obligations regarding such persons would be with the vendor. BL reserve the right to make statutory deductions from bills if required by the law of the land. It shall be responsibility of the contractor to ensure that he conforms to the various provisions of statutory acts as detailed below wherever applicable in respect of contract labour to be engaged by him. He shall also indemnify the Company against all losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any company property whatsoever,

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arising out of the execution of the work/carrying out of the contract. The contractor shall also indemnify the company against claims or losses arising on account of non compliance of statutory provisions or Act not mentioned hereunder as and when applicable:

- Contract Labour (Regulations & Abolitions) Act 1970
- Employees Provident Fund & Miscellaneous Provision Act 1952
- Employees State Insurance Act 1948
- Minimum wages Act 1948
- Payment of Wages Act 1936
- Employees' Compensation Act 1923
- Payment of Bonus Act 1965

5. SECURITY DEPOSIT:

A non interest bearing Earnest Money Deposit of Rs. 3000/- by way of DD/PO Bank Draft shall be deposited with the company along with Bid submission. In case of successful bidder this EMD shall be converted into security deposit and the same shall be retained till completion of the contract/extended contract period. EMD of unsuccessful bidder shall refunded after BL's awarding the contract the successful vendor.

7. ACCEPTANCE OF OFFERS

a. 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.

b. 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 based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.

c. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

d. Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.

e. 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.

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/successful bidder.

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.

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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BL/APD-CFS/GARDENING/19-20 and hereby confirm our acceptance of the same.

Place :

Date :

Signature of Tenderer
Name & Address
Telephone Nos.
Office:
Fax Nos. :

PRICE BID

Sl. No.	DESCRIPTION	QTY	UNIT	Rate	Amount
1	Service charge including providing raw material/seeds/insecticides/fertilizers etc. for gardening jobs as per Scope of Work and responsibility as mentioned above.	24	month		
	Total				

Rates to be quoted above shall be inclusive of all taxes & duties, transportations etc. excluding GST, which shall be paid by BL extra at the prevailing rate.

Date

Name of the Company

Seal

Designation

Authorised Signatory