



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
[P-3/1, Transport Depot Road, Kolkata-700099
Phone No 2450 6811
E-mail: banik.s @balmerlawrie.com
TENDER NO: BL/CFS-Kol/ISO/05/19-20
CIN - L15492WB1924GOI004835

TECHNICAL / COMMERCIAL BID

Tender Document for

*[Providing System Development, implementation, upgradation & Recertification to
ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 or any
upgradation, Integrated Management System(IMS) accreditation
for our Container Freight Station, Kolkata -700088.]*

Start Date & Time: 15/01/2020 at 14:00 hrs

Due Date & Time: 27/01/2020 at 15:00 hrs

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NOTICE INVITING TENDER

Bids are invited from registered and experienced Consultants, who fulfil the eligibility criteria indicated in General Terms & Conditions subsequently, for undertaking the subject contract for ***[Providing System Development,implementation,upgradation & Recertification to ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 or any upgradation ,integrated Management System(IMS) accreditation for our Container Freight Station, , Kolkata-700088***

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the tendering portal www.balmerlawrie.com Interested parties have to pay an interest free EMD of Rs.[15000/- (Fifteen thousand only)] online onlythrough our e-procurement website In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e.Valid MSMED/NSIC certificate holders are 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 tender has to be submitted online only

S. No	Description	Details
1	Name of Work	<i>Providing System Development,implementation,upgradation & recertification to ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 or any upgradation,lintegrated Management system(IMS) accreditation for our Container Freight Station, at kolkata</i>
2	Tender No	BL/CFS-Kol/ISO/05/19-20
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Completion period	Within thirty days from the date of issue of PO
5	Tender Fee	Not applicable
6	EMD	₹ 15000.00 (Rupees fifteen thousand only)
7	Downloading / Submission of Tender :	
	a. Starts on	15/01/2020 at 14:00 hrs
	b. Closes on	27/01/2020 at 15:00 hrs
8	Opening of Tenders	27/01/2020 at 16:00 hrs

A. LIST OF DOCUMENTS TO BE uploaded/submitted

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN number certificate copy
- c. GST Registration number certificate copy
- d. Other documents as mentioned in the eligibility criteria

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 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.

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 interest free EMD of Rs.15,000/- (***Fifteen Thousand only***) online through our e-procurement website In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail**

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 are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPPDESK 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 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	
Escalation Level 2			
Mr.Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		

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.

1. 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.
- No bids will be accepted physically or by post.
- 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 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.

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- 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.

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”

2. 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 on his own in their offers will not be binding on Balmer Lawrie.
- d. 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

The entire work shall have to be carried out in 2 phases as set out below.

PHASE-1

Phase-I will include providing consultancy support and assistance in upgrading the Integrated Management System as per latest version conforming the requirements of the International Standards and preparation of re- certification. This would include :

1. Guidance in conducting Internal Audit, Closing Non-Conformities arising in Internal Audit; Guide to take the corrective and preventive action; Guide in conducting Management Review Meeting; Also assist in the closing of Non-Conformities, if any, raised during the Certification Audit and Surveillance Audits.
2. Provide consultation and assistance during Surveillance Audit at the end of 2nd and 3rd year.
3. Any other work/responsibility incidental to the above noted job responsibility that may be required.

A. RECOMMENDATION FOR FINAL CERTIFICATION BY CERTIFICATION AGENCY

- a. Corrective action and closing of non-conformities (if any) raised by Certification Body during the Final audit.
- b. Close liaison and follow-up with Certifying body for acquisition of Certificate till the award of certificate.

PHASE-2 : CERTIFICATION

(By an Internationally Accredited Certifying Body)

1. Initial or Pre Audit by Certification Body
2. Certification Audit by Certification Body
3. 1st Surveillance Audit
4. 2nd Annual Surveillance Audit

Documentation , training and other related work will be under the scope of the successful vendor/certification agency

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria

- a. The bidder must have successfully completed ISO /OHSAS accreditation to any central / State Government organization / PSU / Autonomous body under Govt. of India /Reputed Organisation (NSE/BSE listed companies) over the last three years i.e 2016-17,2017-18 and 2018-19 three financial years.They will have to submit Work Orders, Completion Certificate / Certification of appreciation for
 - i) 3 similar completed works/contracts each costing not less than ₹ 0.80 lakh.
 - ii) 2 similar completed works/contracts each costing not less than ₹1.00 lakhs
 - iii) 1 similar completed work/contract costing not less than ₹ 1.60 lakhs.

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Similar works would mean

Certification /consultancy order of ISO 50001 or ISO 14001 or ISO 9001 or OHSAS 18001 for a organisation involved in Logistics Business/service businesses like National and International companies involved in cargo transportation and organisations operating warehousing and distribution business and container freight stations. PO/WO copies to be submitted online with work completion certificate .

- b. The party should have lead auditors in the team for the standards. Lead auditor certificate from a reputed certifying body like Bureau Veritas, DNV, TUV, IRS etc to be uploaded . Bidders need to upload atleast one Lead auditor's certificate and a document to validate the bidder's association with the lead auditor
- c. The tenderer shall submit an EMD of Rs.15,000/- online
- d. The tenderer should have valid GST & PAN number , copy of the same to be submitted
- e. The tenderer shall be accredited by reputed accreditation board member of International/National Accreditation Forum/Bodies. Notarised copies of the document needs to be provided
- f. The tenderer should not be black listed by any PSU /Government department, self declaration for the same is to be submitted by tenderer on their companies letter head.
- g. The bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 2013. Bidder in the form of JV / consortium, proprietorship, partnership is not permitted. The proof for supporting the legal validity of the bidder shall be submitted preferably in the form of incorporation documents such as MoA, AoA etc
- h. Bidder Should have minimum Average Financial Turnover of ₹ 1.00 Lakhs per year during the last 3 financial years ending with March 2019(Proof to be attached). preferably in related business. The tenderer/bidder shall submit Balance Sheet/Profit & Loss Account for last 3 years. If certified Balance Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with CA certificate towards the same
- i. ESI and PF registration documents are to be submitted. If the employees do not fall in ESI or PF then declaration with valid reasoning needs to be submitted

2. VALIDITY OF OFFER

Offer must be valid for 60(sixty) days from the due date of submission of tender.

3. QUOTING OF RATES

Rates shall be quoted as per format online in **Price Bid. only. No offers on fax/e-mail will be accepted**
Offers received by e-mail,hard copy or fax would be summarily cancelled.

4. COMPLETION PERIOD

The entire job as per the "Scope of Work" noted hereinbefore shall be completed within One month from the date of issuance of Letter of Inter/Purchase Order and / or within the due Recertification period as would be intimated to you in the letter of Intent which may be separate dates for each sets of standards.

5.. PAYMENT TERMS

30% payment after completion of Initial or Pre-Audit by Certification Body. 30% payment on receipt of certificates valid for 3 years.

20% payment after completion of 1st Annual Surveillance Audit due in the ensuing year. 20% payment after completion of 2nd Surveillance Audit due in the 2nd ensuing year.

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6.Submission Of Bids

The bids should be submitted online in a single bid process in Technical / Commercial Bid [Unpriced] with Price bid

7. Tender Opening

Tenders will be opened as per tender calendar

8. Acceptance of offers

9.1 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.

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

9.3 . 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.

9.4 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.

10. Negotiations

10.1 Balmer Lawrie reserves the right to negotiate with the L1 Tenderer only. 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.

10.2 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. 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.

11. Price Variation

11.1 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.

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

12. Notification Of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s). Evaluation of bid will be based on L1 rate of qualified bidders as per qualification criteria

13. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of 2nd Surveillance Audit. EMD of unsuccessful bidders will be returned after finalization of the contract.

14. 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 tenderer directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of tenderer contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

15. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and 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 paid equally by both the parties.

16. Purchase Preference Policy for MSE Vendors

(i) 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 execute 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.

(ii) This is a no split tender

17. 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

18. ESI/PF/Other Statutory obligations

The tenderer would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

The personnel deployed in the Company's premises by the Tenderer shall be fully qualified in all respects to carry out the activities for which he/**she** has been deployed.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the tenderer.

19.Third Party Liability Insurance: The third party liability shall cover the loss / disablement of human life (persons not belonging to the Tenderer) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property. **Site handover would not be done unless Insurance documents are handed over to Executing Authority,**

20.Indemnity

The Tenderer 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 tenderer/his workmen/due to malfunctioning of the equipment's employed by the tenderer. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the tenderer shall solely be liable for the disposal of the said complaint. The tenderer 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 Tenderer shall cooperate 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. Termination

1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 3 Termination on account of insolvency

In the event the TENDERER or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT and all the TENDERER's rights and privileges hereunder, shall stand terminated forthwith.

4 Termination for unsatisfactory performance

If Balmer Lawrie (BL) considers that the performance of the TENDERER is unsatisfactory or, not up to the expected standard, the BL shall notify the TENDERER in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 30 days' notice in writing to the TENDERER, if, TENDERER fails to comply with the requisitions contained in the said written notice issued by the BL.

5 Consequences of termination

In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

22. Tender for registered approved vendors only: The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.

23. Corrigendum to tender: The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website www.balmerlawrie.com

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BL-CFS/ISO/Kol/5/19-20 dt. 11/ and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telep
hone
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

Subject : Tender for providing *Providing System Development,implementation,upgradation & Recertification to ISO 9001:2015, ISO 14001:2015 and OHSAS 18001:2007 or any upgradatiol ,Integrated Management System(IMS) accreditation for our Container Freight Station, Kolkata, Navi Mumbai 700088*

Tenderer should quote the rates as follows:

Sl. No	Description of Work	Qty	Unit	Rate (₹)	Amount (Rs.)	GST Rate	HSN/SAC Code
1	Consolidated Lump Sum Fee for providing System development,implementation,upgradation & Re-Certification work for acquiring ISO 9001:2015, ISO-14001:2015 and OHSAS 18001:2007 Accreditation as per the 'Scope of Work' .	1	LS				
					DO Not QUOTE		
2	1 st Annual Surveillance Audit	1	LS				
3	2 nd Surveillance Audit	1	LS				
4.	Total (₹)						

We have understood the terms & conditions indicated in the Tender Enquiry No. Tender Enq. No. BL/CFS-Kol/ISO/05/19-20 dated 14/01/2020 and hereby confirm our acceptance of the same.

Place :

Signature :

Date :

Name :

Designation :