



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707

Phone No 2724 0466 /2724 2988, Fax No. 2724 2943

E-mail: [koli.ka@balmerlawrie.com]

CIN - L15492WB1924GOI004835

TENDER NO: BL/CFS/MUM/705

TECHNICAL / COMMERCIAL BID

Tender Document for

[Undertaking CTPAT (Customs & Trade partnership against Terrorism) certification process.]

DUE DATE & TIME: [15/09/2020 at 5.00 pm]

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NOTICE INVITING TENDER

Sealed offers are invited from the reputed and experienced parties and willing to enter into Rate Contract for the subject tender ***“Undertaking CTPAT (Customs & Trade partnership against Terrorism) certification process ”*** for our Container Freight Station at Plot no.1, Sector- 7, Dronagiri Node, Navi Mumbai- 400707 as per our requirement detailed in Scope of Work & General terms and conditions.

Tenderers may download Notice Inviting Tender along with other tender documents from our site www.balmerlawrie.com Interested parties have to submit an interest free EMD of Rs.**3,000/- (Rupees Three thousand only)** by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at **[Mumbai]**. Parties having **NSIC /MSMED valid Certificates are exempted from submitting EMD amount. 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 **TENDER No. BL/CFS/MUM/705 Dated 05/09/2020 “Undertaking CTPAT (Customs & Trade partnership against Terrorism) certification process CTPAT (Customs & Trade partnership against Terrorism ”** and shall be dropped in our tender box at the given address **within 15/09/2020 at 5.00 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	<i>Undertaking CTPAT (Customs & Trade partnership against Terrorism) certification process</i>
2	Tender No	BL/CFS/MUM/705
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	120 days from the date of LOI
5	Tender Fee	Not applicable
6	EMD	Rs. 3000/-
7	Downloading / Submission of Tender :	
	a. Starts on	05/09/2020 at 5.00 pm
	b. Closes on	15/09/2020 at 5.00 pm
8	Opening of Tenders	15/09/2020 at 5.30 pm

1. 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. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN certificate copy.
- c. GST Registration certificate copy.

- d. Chartered accountant's certificate or Audited / Certified Balance sheet of tenderer's company for three years

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,
- 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.

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 Balmer Lawrie website 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 Balmer Lawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be enclosed with tender document. 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.

SCOPE OF WORK

- 1) Pre-assessment – Assisting facility to getting prepared CTPAT requirements through training & awareness sessions & assisting facility for preparation and maintenance of relevant records , procedures to be documented .
- 2) Assessment – Conducting audit/ assessment based on CTPAT requirements
- 3) Providing certification from CTPAT by authorized agency / Certificate body affirming that our facility is CTPAT complaint valid for a minimum period of one year or more.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. **[3,000/-]**. *MSMED/NSIC parties are exempted from payment of EMD.*
- b) The Bidder shall have relevant experience in CTPAT certification process (Training / Awareness & Auditing). The copies at least two work orders or completion certificates or any relevant documents in support of this is to be submitted.
- c) The bidder should not be black listed by any PSU or Government institution. Self-declaration for the same should be submitted on letter head.

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 calender .

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 tend`erer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 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.
- 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 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. 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

- 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

Prior to the expiry period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).

8. Completion Period

The entire job as per the "Scope of Work" noted hereinbefore shall be completed within 2(two) months from the date of issuance of Letter of Inter/Purchase Order .

9. Security Deposit / EMD

The Earnest Money Deposit of Rs. 3,000.00 of the successful bidders will be converted into Non-interest bearing Security Deposit (SD) and shall be retained till completion of the contract/extended contract period. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract.

EMD is liable to forfeiture in the event of:

- | | |
|----|--|
| a) | Withdrawal of offers during validity period of the offer |
| b) | Non acceptance of orders by the bidder within the stipulated time after placement of order. |
| c) | Any unilateral revision made by the bidder during the validity period of the offer. |
| d) | Non submission of Security Deposit. |

- e) Bidders submitting false/fabricated/bogus documents in support of their credentials

10. Payment Terms

- a) 40 % on completion of pre assessment activities of Initial or Pre-Audit by Certification Body.
b) 60% payment after certification valid for one year.

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 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.

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), & if tender can be split, then such MSE vendor shall be allowed to supply 25% of the tendered quantity subject to their matching 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. In case, more than one such MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, supply shall be may be shared proportionately.

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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/705 dt. 05/09/2020 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / 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 enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate enclosed	
15	Name of the Banker	
16	Whether registration under MSMED Act	
17	In case registered under MSMED provide registration number and copy of registration certificate.	

PART- B : PRICE BID

ITEM : CTPAT Certification

Tenderer should quote the price as per the following format.

Sl. No.	Description	Charges (INR / Rs)
1.	<p><i>[Undertaking CTPAT (Customs & Trade partnership against Terrorism) certification process.]</i></p> <p><u>Scope of Services</u></p> <p>1) Pre-assessment – Assisting facility to getting prepared CTPAT requirements through training & awareness sessions & assisting facility for preparation and maintenance of relevant records , procedures to be documented .</p> <p>2) Assessment – Conducting audit/ assessment based on CTPAT requirements.</p> <p>3.)Providing certification from CTPAT by authorized agency / Certificate body affirming that our facility is CTPAT complaint valid for a minimum period of one year or more.</p> <p>3)</p>	Rs. _____
	Taxes and duties etc if applicable	
	Total :	

Total Amount in words.

Place-----

Signature of Tenderer

Date-----

Name & Address

Balmer Lawrie & Co. Ltd. Container Freight Station, [*Navi Mumbai*]
Tender No : BL/CFS/MUM/705 DT.05/09/2020