

Balmer Lawrie & Co. Ltd. Temperature Controlled Warehouse, [RAI, SONIPAT]
Tender No : BL/TCW/RAI/20-21/35 DATED 25/03/2021

Balmer Lawrie & Co. Ltd.
BL/LI/TCW/RAI/20-21/35- DT.25/03/2021

Temperature Controlled Warehouse, RAI



BALMER LAWRIE & CO. LTD.
Temperature Controlled Warehouse, RAI
Plot No. 1924, 1924-A,
Rai Industrial Area, HSIIDC
Haryana
Mobile No 9866400155,
E-mail: choudhary.rr@balmerlawrie.com

TENDER NO: BL/LI/TCW-RAI/20-21/35 Dated 25/03/2021

CIN - L15492WB1924GOI004835

TECHNICAL / COMMERCIAL BID

Tender Document for

[Renewal of BRC certification of our TCW, Rai, Haryana].

DUE DATE & TIME: [06/04/2021 AT 3.00 pm]

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NOTICE INVITING TENDER

Sealed Offers are invited from reputed, experienced parties who fulfil the eligibility criteria mentioned in General Terms & Conditions subsequently, for undertaking the subject contract for **Renewal of BRC Certification_ at our Temperature Controlled Warehouse in Plot No: 1924 and 1924 A, HSIIDC Rai Phase II, Sector 38, Sonapat, Haryana 131029.** Interested parties has to submit **Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder.** MSME agencies should declare their UAM number in the CPPP portal, if the same is not mentioned in the CPPP portal then you shall not be entitled for any benefits for being MSME /NSIC.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the Balmer Lawrie Portal www.balmerlawrie.com. The tenderer shall furnish the required information in Annexure 1 along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers put together in sealed envelope super scribing **TENDER No. BL/LI/TCW/RAI/20-21/35 Dated 25/03/2021 Renewal of BRC Certification** and shall be dropped in our tender box at the given address:

Kind attn. Mr. Sarang Rajvanshi
BALMER LAWRIE & CO. LTD.
Plot No: 1924 and 1924 A,
HSIIDC Rai Phase II, Sector 38,
Sonapat, Haryana - 131029
Phone: 9711992986
Email id: rajvanshi.s@balmerlawrie.com

S. No	Description	Details
1	Name of Work	Renewal of BRC Certification
2	Tender No	BL/LI/TCW/RAI/20-21/35 Dated 25.03.2021
3	Validity Of Offer	90 days from the date of opening of Technical bid.
4	Contract Period	ONE MONTH FROM THE DATE OF LOI.
5	Tender Fee	Nil
6	EMD	Nil
7	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).
8	Downloading / Submission of Tender :	
	a. Starts on	25.03.2021 at 5.00 pm
	b. Closes on	06.04.2021 at 3.00 pm
9	Opening of Tender	06.04.2021 at 3.30 pm

1. LIST OF DOCUMENTS TO BE SUBMITTED

The signed and stamped copies of following documents should be sent 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 LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Company's PAN.
- d. Company's GST Registration.
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.2019

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may require to come to our office **POSITIVELY** as intimated along with all original documents to verify the submitted 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, 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.

3. Special Note

- a. Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on tendering web page shall be the time and no other time shall be taken into cognizance.
- b. Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- c. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- d. 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 Balmer Lawrie

website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

- e. The tender document along with Bid Formats (Part-A and Part-B) may be downloaded from our website www.balmerlawrie.com or obtained from our office at the address given above during the normal office hours.

4. Filling of Tender Documents

- 4.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 4.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 4.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 4.4 The sole proprietor or authorised representative shall sign all documents that need 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.

GeM Declaration

Densification of Renewal of BRC Certification_ are not available in GeM. GeM NAR no GEM/GARPTS/24032021/ETNLJHVGTOX5

Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .

SCOPE OF WORK

The scope of works shall be to carry out the BRC audit for the renewal and provide the certification as per the latest version of BRC. This will includes a pre-audit gap audit and providing the certification.

1 CONTRACT 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.

2 TENDER DOCUMENT AND COST TOWARDS BIDDING

Tender Documents can be downloaded from our website **www.balmerlawrie.com** . The bidder shall bear all costs associated with the preparation and delivery of bid including costs and expenses related to visits to site or any other locations, and the cost of any investigations, evaluations and consultations etc. BL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

3 PRE-QUALIFICATION CRITERIA

The tenderers shall fulfil the following pre-qualification criteria:

- a. The tenderer shall be providing either the consultancy or carrying out the BRC certification. Any prior certificates in the last 2 years may require to be submitted.
- b. The tenderer should have carried out BRC certification for at-least 3 such certifications
- c. Agency should have GST Registration number, copy of registration certificate is to be submitted.
- d. Tenderer should not be blacklisted from any Central or State PSU or any governmental institutions. Tenderer should give a self- certification towards the same and if on a later date Balmer Lawrie finds out that this certification is wrong, the order issued to the successful bidder is liable to be cancelled forthwith.
- e. Submission of bid security declaration as per format attached herewith in tender document.

4 TENDER DOCUMENTS

Tender Documents comprises Notice Inviting Tender, General & Special Condition of Contract, Technical Specification and Drawings if any as unpriced part. The Priced Part consists of unpriced bill of quantities. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any, from **Rakesh R. Choudhary, Head (TCW) (Mobile no. 9866400155)** or can send their queries on Choudhary.rr@balmerlawrie.com within the schedule date.

5 VALIDITY OF OFFER

Tendered shall keep their offer valid for acceptance for a period of 90 days from the date of opening of technical bid.

6 PRICE VARIATION

The price should be firm and irrevocable and not subject to any change till the completion of work.

7 LATE BIDS

Bids received after the due date shall not be accepted under any circumstances, bidders are requested to send their bids considering the holidays.

8 DEVIATIONS

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations (in the form of Deviation Sheet) should be submitted along with the Bid. BL reserves the right to reject any bid containing major deviation(s).

9 BID SIGNING

All pages of the tender documents before submission should be initiated at lower right hand corner by the Bidder or by a person holding a Power of Attorney or a letter of authorization authorizing him to sign on behalf of the bidder.

10 TAXES AND DUTIES

Your quoted rates shall be as per the attached format in the Price Bid. Any other levies or taxes as applicable shall be included in the quoted basic value.

11 NON-CONFORMANCE

Tenders not conforming to the above mentioned requirements are liable to be rejected.

12 NEGOTIATIONS

- a. 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.
- b. 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.

13 SELECTION CRITERIA

The price bids of those bidders qualifying in the Pre-Qualification Criteria will alone be opened. Bid selection will be based on who quotes over all L-1 for the tender.

For any technical and / or other clarification / queries, you may please contact Mr. Rakesh Choudhary, Head (TCW), Mob – 9866400155, email – choudhary.rr@balmerlawrie.com.

For, Balmer Lawrie & Co. Ltd.

Rakesh R. Choudhary
(Head – TCW)

GENERAL CONDITIONS OF CONTRACT

1 NON-TRANSFERABILITY OF TENDER DOCUMENTS

Tender documents shall remain the property of the Owner and if obtained by one intending tenderer, shall not be utilizable by another without the consent of the Owner.

2 TENDERERS RESPONSIBILITY TO COLLECT ALL REQUIRED DATA

- a. The tenderer should study the tender documents carefully and understand the condition and specification etc. before quoting. If there are any doubts about tender conditions clarification to be obtained from **Rakesh R Choudhary** (mob no. 9866400155), e-mail: Choudhary.rr@balmerlawrie.com).
- b. The tenderer should visit the site and familiarize himself with the site conditions, all factors which are likely to be relevant for the works, availability and rates for various things. In any case it will be deemed that tenderer has gone through the requirement and no claim whatsoever will be entertained on the plea of ignorance of factor or difficulties involved in fulfilling the tender conditions.
- c. Under no circumstances, Tenders may be withdrawn or modified after its submission to the Owner. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

3 COMPLETE & COMPETITIVE OFFER

- a. Tenderers are required to make the lowest offer for the work as per the enclosed specification and details available therein.
- b. The rates quoted should be inclusive of all materials, labour, incidental expenses, Equipment, Tools/Tackles, Transportation of materials and Labour etc., complete. All materials are to be supplied by the Tenderer unless otherwise stated.
- c. Incomplete / Conditional tender quotation or tenders those received late and / or not conforming to the terms and conditions in the tender document will be liable to get rejected.

4 SECURITY DEPOSIT / 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 bidder.

Successful bidder has to deposit interest free security deposit @ 3 % of the work order value within one week after receipt of LOI/WO which will be refunded after one year after successful completion of contract period

5 FORCE MAJEURE

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, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to 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

6 RIGHT OF OWNER TO TERMINATE THE CONTRACT

Balmer Lawrie reserves the right to terminate the contract in case the service provider does not provide the services as per the requirement mentioned in the tender document.

7 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.

8. 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.

Note : This is no split tender

9. 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.

10. ***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.

11. LOCATION OF SITE

The Location of the site is at
BALMER LAWRIE & CO. LTD.
Temperature Controlled Warehouse, RAI
Plot No. 1924, 1924-A,
Rai Industrial Area, HSIIDC
Haryana 131029

12. PAYMENT TERMS – 100% payment after issuance of certificates

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender **NoBL/LI/TCW/RAI/20-21/35 dt.25/03/2021** 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.	
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 –

Tender Reference No **BL/LI/TCW/RAI/20-21/35 Dated 25/03/2021**

Subject: Tender for Renewal of BRC Certification for Temperature Controlled Warehouse at Rai, Sonipat, Haryana

Tenderer should quote the rates as follows:

Sl.No.	Description	Amount
1.	Consolidated Lump Sum Fee for conducting the BRC audit for renewal of BRC certificates as per the 'Scope of Work'. The above costs should include the cost of travelling etc., to Rai.	Rs. _____ _____ [Rupees _____ _____ [Please write in words]
2.	GST [If applicable]	@ _____ %

We have understood the terms & conditions indicated in the Tender Enquiry No. Tender Enq. No. BL/LI/TCW/RAI/20-21/35 Dated 25/03/2021 and hereby confirm our acceptance of the same.

Place :

Signature :

Date :

Name :

Designation :

Annexure B

Bid Security Declaration in Lieu of EMD

(On Bidder's Letter Head)

Tender No.:

Name of Work:

I/ We, the authorized signatory of M/s, participating in the subject Tender

no.: xxxxx for the job of "-----" do hereby declare :

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/ we fail to execute formal contract agreement within the given timeline OR I/ We fail to submit a performance security within the given timeline OR I/We commit any other breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I / We will be suspended from being eligible for bidding / award of all future contract (s) of Balmer Lawrie & Co. Ltd for a period of one year from the date of committing such breach.

Place :

Signature and seal of authorized signatory of Bidder:

Date :

Name of authorized signatory :