

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

Tender No : \_BL/CFS/MUM/556



**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/556**

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**[OPERATING EDI SERVICES]**

**DUE DATE & TIME: [19/08/2017 at 17.00 PM ]**

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### **NOTICE INVITING TENDER**

Online bids are invited from the registered Vendors in our CFS or any other units of Balmer Lawrie and who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract **OPERATING EDI SERVICES** .

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	<b>OPERATING EDI SERVICES</b>
2	Tender No	<b>BL/CFS/MUM/</b>
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	
5	Tender Fee	<b>Not applicable</b>
6	EMD	<b>Rs. 5000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>07/08/2017 AT 3.30 PM</b>
	b. Closes on	<b>19/08/2017 AT 17.00 PM</b>
8	Opening of Tenders	<b>19/08/2017 AT 17.30AM</b>

#### **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. 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.
- b. Income Tax PAN number
- c. GST Registration Number
- d. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.

**In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.**

**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, scanned copies of which have been submitted with the e-tender towards ascertaining 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 Black Listed, EMD could be forfeited, 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> Interested parties have to submit an interest free EMD of Rs.[5000/- (*Rupees five thousand only*)] by Demand Draft/Pay Order at our above address. The DD/PO EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Mumbai]**. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD** Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. 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>

Bidders 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: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	<a href="mailto:Tirtha.das@c1india.com">Tirtha.das@c1india.com</a>	+91-9163254290
Ravi Gaiwal	<a href="mailto:Ravi.gaiwal@c1india.com">Ravi.gaiwal@c1india.com</a>	02266865611
Tuhin Ghosh	<a href="mailto:Tuhin.ghosh@c1india.com">Tuhin.ghosh@c1india.com</a>	+91-8981165071
Ujjal Mitra	<a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a>	+91-77026 69806

### 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 Printed or posted Bids / offers shall be accepted.

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- 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 Tenders/ submission of filled in tender documents by due date & time.
- 2.6 Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- 2.7 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.

The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

**Scope of Work**

(A) The Tenderer To:

1. Entering the data like, Details of Consignment (Description of goods, quantity and rate of goods, etc.) brought in our CFS by CHAs, Exporter and Importers.
2. Print checklist, make corrections and submit the same to the system.
3. Make amendments, approved by custom authorities as mentioned in the price bid.
4. Print SBs/BEs.
5. Provide services from 10.00 hrs to 17.30 hrs or later for document processing and upto 18.00 hrs or later as required for submission, amendments and printing .The charges should be recovered from CHAs are given in Annex-B enclosed. (To observe all Customs Holidays)
6. Submit report on documents and other data processed and handover cash to Balmer Lawrie on daily basis.
  
- 7.No charges other than EDI coupon value shall be recovered by the successful bidder from the Importer/Exporter/CHA without prior approval from the officer-in-charge of BLCFS.
  
- 8.The charges to include manpower, stationery items and consumables like paper, Ribbons etc.
  
- 9 No other payment will be made by BLCFS to the successful bidder other than the rates quoted in the last column above applicable taxes.
  
10. In case the amount in last column is higher than the previous column, the offer is likely to be Rejected.

**11. Balmer Lawrie To:**

- a. Provide sufficient space, proper infrastructure, furniture, hardware and connectivity to Customs System.
- b. Provide User-IDs and passwords for Data entry, submission and amendments.
- c. Provide necessary entry passes.

**GENERAL TERMS AND CONDITIONS**

**1. ELIGIBILITY CRITERIA**

- a) An Average Turnover of Rs.5.00 lakhs per year for last 3 financial years ending on 31.3.2016. Supporting documents regarding turnover, viz. Balance Sheet and Profit & Loss Account or a certificate from a Chartered Accountant, shall be enclosed with the offer.
- b) The party should be registered vendor in CFS or any other units of Balmer Lawrie for providing IT support services.
- c) Payment of EMD of Rs.5000 /- ( Exempted for MSMED /NSIC Parties )
- d) Bidder should not be blacklisted by any PSU or Govt.Dept or any private organization .Self declaration should be submitted regarding not black listed by any PSU
- e) Bidder should have GST Registration number.
- f) Bidder should have ESI /PF Registration

**1. 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.

**2. Tender Opening**

Technical / Commercial Bid will be opened as per tender calendar.

**3. Acceptance of offers**

- 3.1 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.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

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3.3 Balmer Lawrie is not bound to accept the lowest rate for any tender. 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.

3.4 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.

### **4. Negotiations**

4.1 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.

4.2 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.

### **5. Tender Evaluation / Price Variation**

5.1 Tender Evaluation will be done on the basis of first item only for Export & Import taking into Account average Qty. of 3100 for Import & 200 of Export.

5.2 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.

5.3 The offer shall be valid for a period of minimum 60 days from the date of opening the price Bid.

### **6. 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).

### **7. Contract Period**

The contract will be for a period of **[12 months effective from 01.09.2017]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions.

### **8. Security Deposit / EMD**

The Earnest Money Deposit of the successful bidder shall be converted in security deposit and would be retained till completion of the contract/extended contract period. The EMD of unsuccessful bidder shall be returned after finalization of the contract. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD**

### **10. Payment Terms**

Payment will be released within 7 (seven) days from the date of submission of monthly invoice after due certification by our authorized official in the following month.



**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.

Further, the bidder will be Principal Employer of all manpower working in our premises on their behalf. Bidder would held responsible in case of any statutory violation of any statute regulating manpower.

**13. Termination**

The contract can be terminated by either party by giving 3 (Three) months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

**14. Special Instruction**

The User Id and Password provided to the vendor's personnel shall be used only as per permissible rules. The data pertaining to work should be **treated as highly confidential/secret** and the same should not be divulged to any outsider. In the event of any such divulgence, the same shall be taken as a "**breach of trust**" inviting action as per the prevailing laws. Our Company shall not bear liability of any kind towards personnel and/or any sub-vendor/sub-contractor engaged by the vendor for execution of the contract assigned under this tender

**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 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.

**16.ESI/PF/Other Statutory obligations:**

The Contractor would be required to ensure adherence of all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the Contractor 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 the Contractor at the Company's premises.

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

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by the Contractor for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, 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 contractor

**17.Manpower :**

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

It is clearly understood that the employee engaged by the Contractor are his own workmen and not employees of the Company. Contractors employees should not ask any salary or job or any favour from BL. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards. BL will not responsible for any IR related issues with the contractors personnel.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/556 dt.07/08/2017 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.	
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	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate enclosed	
13	VAT / CST Registration Number	
14	Whether copy of VAT / CST 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.	

**PRICE BID**

**SUB : OPERATING EDI SERVICES AT BL CFS**

Tenderer should quote the rate as follows:

ITEM	RECOVERY/FROM	BIDDER'S
	IMPORTER/EXPORTER/	SHARE (Rs) :
	CHA (RS): Excluding	Excluding
EXPORT	Statutory Levies	Statutory Levies
Checklist & SB (Submission & Printing) up to 05 items	75.00	
Checklist (Submission &Printing) For every additional block of 5 Items	10.00	
Per SB/Amendment	15.00	
For Outside SB printing (For every Block of Thirty Items)	75.00	
IMPORT		
Checklist & BE (Submission & Printing) up to 05 items	75.00	
Checklist (Submission &Printing) For every additional block of 5 Items	10.00	
Per BE/Amendment	15.00	
For Outside BE Printing (For every Block of Thirty Items)	75.00	
Per Enquiry Response	5.00	
Per query printing	10.00	

**Note : Taxes will be extra as applicable**

Place \_\_\_\_\_

Signature of Tenderer

Date \_\_\_\_\_

Name & Address