

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]
e-Tender No : BLC/CFS/PNR Documentation work/03



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CIN - L15492WB1924GOI004835

e- TENDER NO: BLC/CFS/PNR Documentation work/03
Dt. 07.05.20

TECHNICAL / COMMERCIAL BID

Tender Document for
Carrying out PNR Processing and other Documentation work inside
the Port

DUE DATE & TIME: [27/05/2020 at 14:00 Hrs]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	7
5	General Terms and conditions	8-12
6	Declaration accepting terms & conditions by bidder	13
7	Particulars of the Tenderer's organization	14
8	Price Bid	15-16

NOTICE INVITING E-TENDER

On line bids in two bid system are invited from reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for ***Carrying out PNR processing and other documentation work inside the Port.***

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 bidders' credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	<i>Carrying out PNR processing and other documentation work inside the Port</i>
2	Tender No	BLC/CFS/PNR Documentation work/xx
3	Validity Of Offer	120 days from the date of opening of the technical bid
4	Contract Period	21 Months w.e.f. 01.07.2020
5	Tender Fee	NIL
6	EMD	Rs. 30000/- (Online Mode)
7	Downloading / Submission of Tender :	
	a. Starts on	07.05.2020
	b. Closes on	27.05.2020
8	Opening of Tenders	As per tender calendar

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. 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 companies /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. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years
- f. Certificate from bankers about financial soundness.

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 proper 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 pay an interest free EMD of 30000/- (Rupees thirty Thousand only) by **on-line Bank Transfer** in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). Copies of the payment advice should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, Parties with Valid MSMED/ NSIC Certificates is exempted from EMD. SCT/ST Category having MSMED/NSIC certificate should specifically mention. It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012. 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.**

EMD: The bidder shall furnish EMD through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK)

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., the 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.

HELPSDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for BalmerLawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	tirtha.das@c1india.com	-9163254199
Tuhin Ghosh	tuhin.ghosh@c1india.com	-8981164980
Manishankar (Chennai)	chikkavarapu.manisankar@c1india.com	-8939284068
Ravi Gaiwal (Mumbai)	ravi.gaiwal@c1india.com	-66865564

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 the same. They may contact help desk of C1 India Pvt. Ltd.

02. 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.
- 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.
- 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.

03. Filling of Tender Documents

- The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 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. Interested parties have to keep referring to the website for further information. 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 up-dation”.

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

SCOPE OF WORK

Work covered in this tender document shall generally be as 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 explicitly covered here in 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:

Detailed Scope of work:

1. The broad responsibility areas of the Contractor will inter alia be as under:

- a. PNR processing work including typing, submission and filing of PNR forms with Customs, debiting, re-crediting & monitoring bond fund on A/C of Balmer Lawrie, Issuing PNR copies to BL transporters for movement of import laden containers from CCTL/CITPL/Kattupalli/Ennore Port and providing a resource person on 24 x 7 exclusively for Balmer Lawrie at Port for coordinating the container movement of all transporters of Balmer Lawrie.
- b. Obtaining the seal amendment from Customs when the container arrive at Balmer Lawrie CFS with discrepancy of seal number.
- c. Obtaining permission from Customs for moving open top / flat rack / ODC / damage containers under Customs preventive escort and coordinating with Balmer Lawrie Transporters for moving the containers from CCTL/CITPL/Kattupalli/Ennore Port.
- d. Obtaining IGM amendment in the name of Balmer Lawrie which has been already filed in the name of other CFS for moving the import containers from CCTL/CITPL/Kattupalli/Ennore Port.
- e. Co-coordinating with the terminal for obtaining the DPD enbloc container list, Follow-up with Customs for processing of enbloc DPD containers , changing the IGM status at EDI Customs including PNR processing, etc.
- f. Carrying out documentation of specific shipping line including
 - 1) Collection of VA from shipping line and file the same with CMFC, Customs.
 - 2) Documentation of PNR at CMFC.
 - 3) Documentation of transshipment containers to ICD / Port as per manifest

- 4) After completion of Customs formalities, handing over form 13 to CCTL/CITPL/Kattupalli/Ennore Port to CONCOR.
- 5) Completion of customs formalities at CMFC after movement of containers to CONCOR and handover the sealed cover to shipping line.
- 6) Filing of transshipment application for export containers.
- 7) Collection of transshipment application from shipping line for filing with CMFC.
- 8) Carrying out amendment pertaining to ICD at CMFC.
- 9) Registering the export sealed covers from various ICD's at CMFC and obtain allow for shipment.
- 10) Obtaining signature of mate receipts at CMFC.
- 11) Filing of transfer bond with CMFC and closing of the bond.
- 12) Closing of ICD registration CMFC after shipment of ICD export containers.

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

- a. Payment of interest free EMD of 30000/- (MSME /NSIC bidders are exempted from payment of EMD subject to submission of proof of valid certificate)
- b. Bidder must have two years' experience in processing document work for any CFS / for Shipping Lines like TSA filing, ICD processing ending 31.03.2020. (Proof to be attached)
- c. Average turnover of Rs.15 Lakhs per annum in the last 3 years ending 31st March 2020. (Proof to be attached)
- d. Bidder must have GST Registration (Proof to be attached)
- e. Should not have been black listed by any PSU / Govt Department (a self-certification is required and should be attached)

02. Submission Of Online Bids

The bids should be submitted in 2 (two) separate parts titled as

- (a)** Technical / Commercial Bid [Unpriced] and
- (b)** Price bid

Price bid to be quoted in e-proc portal only

Price bid to be filled in excel format by downloading from system, filled, signed, scanned and uploaded in e-proc portal

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of authority to sign on behalf of the bidder.

03. Tender Opening

[A] Un priced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

After opening and evaluation of the technical / commercial bids, the date of opening of price bids will be intimated individually to the bidders who are found techno-commercially qualified.

04. 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 tenderer 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 Tender fee/Earnest Money Deposit (unless exempted under the terms of this tender) will be rejected.

4.5 Bids from the tenderer of who is also in CFS business will not be considered to avoid the conflict of interest.

05. 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.

06. Price Variation

6.1 The price should be firm and irrevocable and not subject to any change whatsoever till the validity of the contract period

6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening the technical bid

07. Notification of Award

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

08. Earnest Money

The bidder shall furnish **an interest free** EMD of Rs 30,000/- (Rupees thirty thousand only) through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract. The EMD of unsuccessful bidder would be returned after finalization of contract. The EMD of successful bidder would be retained and would be returned after satisfactory completion of **contract period/extended contract period**.

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

09. Contract Period

The contract will be for a period of **21 months effective from 01.07.2020** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **21 months**, the contract may be extended subject to mutual consent for another period of one year on the existing terms & conditions.

10. Performance Guarantee

Performance Guarantee for **Rs.1,00,000/-** (Rupees One lakh only) has to be submitted in the form of Bank Guarantee, as per prescribed format of the company, to cover non-performance. The Performance Bank Guarantee should be valid for a period of 24 (Twenty Four) months from the date of commencement of contract. In the event of extension of contract for a further period of 1(one) year after initial contract period , the Performance Bank Guarantee will be required to be extended for another 15 (Fifteen) months. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favor of the company. This performance guarantee will not bear any interest.

11. Payment Terms

Payment will be made within 15 days from the date of submission of fortnightly bills duly certified by company officials with all relevant supporting documents.

12. 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.

13. Termination

The contract can be terminated by either party by giving 3 clear 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. 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), then such MSE vendor shall be allowed to supply 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 +15% range, 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 MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender. If more than one number of MSE vendors have quoted the rate with in the price band of L1 +15 % then the rate of lowest among them will be considered and he will be given 100 % value subject to matching the L1 price of non MSE vendor.

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. 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

17. 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 e-Tender No: BLC/CFS/PNR Documentation work/xx and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

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. / LLP	
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 uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belongs to SC/ST Category	

Price Bid

Ref: Tender for carrying out PNR Processing and other documentation work inside the Port

Sl.No.	Description	Estimated Quantity (Containers)	Rate per Container (Rs.)	Total Amount
1	PNR processing charges including typing, submission and filing of PNR forms with Customs. Also debiting, re-crediting & monitoring bond fund A/c BL Issuing PNR copies to BL transporters for movement of import laden containers from Port to CFS and providing a resource person on 24x7 basis exclusively for Balmer Lawrie at Port for co-ordinating the container movement of all transporters of BL	42000		
2	Obtaining seal amendment from customs when there is a discrepancy of seal number of the container	60		
3	Obtaining permission from Customs for moving open top/flat rack/ODC/Damaged container under preventive escort and coordinating with our transporter for movement of containers from Port to CFS under Customs preventive escort	60		
4	Amending the IGM in the name of Balmer Lawrie already filed in the name of other CFS for movement of import containers from Port to BL	1000		
5	Co-ordinating with the terminal for obtaining the DPD enbloc list, Follow-up with Customs for processing of enbloc DPD containers , changing the IGM status at EDI Customs including PNR processing, etc.	6300		
6	Carrying out Documentation work for a specific shipping line covering the following:			
	<div style="border: 1px solid black; padding: 5px;"> Collect Vessel Application (VA) from Shipping line and file the same with Container Movement Facilitation Cell (CMFC) Customs and get the Vessel Application No. </div> <div style="border: 1px solid black; padding: 5px;"> Documentation of PNR at Container Movement Facilitation Cell for movement of the container from Chennai Container Terminal to the CFS. </div>			

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

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	<p>Documentation in respect of Transshipment Containers to Inland Container Depot Destination / and to any Ports as per Manifest. Balmer Lawrie will collect online print out getting Transshipment Application No. from Container Movement Facilitation Cell and register the same at container cell for closing Transshipment Bond.</p> <p>After completing Customs formalities, hand over form 13 to Chennai Container Terminal for movement of the containers to CONCOR and if it is Road Movement handover the required documents including form 13 to CONCOR.</p> <p>After movement of containers to CONCOR get Railway Receipt from CONCOR, complete Customs formalities at container cell and handover sealed cover to Shipping Corpn of India.</p> <p>Filing of Transshipment Application for Export containers and cancel the Vessel Application regularly for re-credit to Shipping Line A/c.</p> <p>The Transshipment application for Export containers to be collected from Shipping Line and filed with Container Movement Facilitation Cell.</p> <p>Similarly any Amendment pertaining to Inland Container Depot's has to be carried out at Container Movement Facilitation Cell, Service Center and at Import Dept. (Customs Main Building)</p> <p>Export sealed covers from various Inland Container Depot's to get registered at Container Cell and obtain "ALLOWED FOR SHIPMENT" at Container Cell.</p> <p>Getting signature of MATE RECEIPTS / Shipping Bills at Container Cell.</p> <p>Filing of Transfer Bond at Container Movement Facilitation Cell and completing formalities till closing of the Bond.</p> <p>Closing of Inland Container Depot Registration at Container Cell after Shipment of Inland Container Depot Export Containers.</p>	<p>2100</p>		
	<p>Net Amount</p>			
	<p>Add : CGST @ 9%</p>			
	<p>SGST @ 9%</p>			
	<p>Gross Amount including tax</p>			

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]
e-Tender No : BLC/CFS/PNR Documentation work/03

Date:

Signature of Tenderer with Seal

Place:

Name & Address

Telephone No