

Balmer Lawrie & Co Ltd. Container Freight Station (Chennai)  
Tender No. BLC/CFS/ISO/09 14001:2015, ISO 45001:2018, ISO 28000:2007



**BALMERLAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

***[No.32, Sattangadu Village, Manali, Chennai-600068***

***Phone No 25941813 /25942557, Fax No. 25941863***

***E-mail: mukherjee.am@balmerlawrie.com]***

Tender No. BLC/CFS/ISO/09 14001:2015, ISO 45001:2018, ISO  
28000:2007 Dated 20.08.2021

**Tender Document for**

**Providing Consultancy and Certification Work to  
Acquire ISO 14001:2015, ISO 45001:2018 & ISO 28000:2007  
accreditation**

**DUE DATE & TIME: [ 31/08/2021 at 16:00 Hrs ]**

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**NOTICE INVITING TENDER**

M/s. BALMER LAWRIE & CO.LTD., invites sealed offers from reputed & experienced agencies for providing consultancy and certification work of acquiring ISO 14001:2015, ISO 45001:2018 and ISO 28000:2007 for our Container Freight Station, Manali, Chennai 68.

The Single bid tender document may be downloaded from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) or obtained from our office at the address given above during the normal office hours.

**Only those vendors who are registered with our Company would be considered for issuance of tender form directly/ acceptance of the tender. The parties, who are not registered with us, are requested to get the registration done by collecting requisite vendor registration form from our office prior to submission of tender. Once the registration process is completed, the said vendor would be able to submit their bid.**

Tender in a sealed envelope super-scribing Tender No. BLC/CFS/ISO/09 14001:2015, ISO 45001:2018, ISO 28000:2007 dated 20.08.2021 Tender for providing consultancy and certification work for 14001:2015, ISO 45001:2018, ISO 28000:2007" shall be dropped in our tender box or to be sent by courier/ Speed Post to the given address before 16.00 hrs of 31.08.21 with covering envelope addressed to:

**BALMER LAWRIE & CO. LTD.  
CONTAINER FREIGHT STATION  
NO.32, SATTANGADU VILLAGE, MANALI,  
CHENNAI-600068  
PHONE : 25941813 /25942557**

S.No	Description	Details
1	Name of Work	<b>Providing Consultancy and Certification Work to acquire ISO 14001:2015, ISO 45001:2018 &amp; ISO 28000:2007 accreditation</b>
2	Tender No	Tender No. BLC/CFS/ISO/09 14001:2015, ISO 45001:2018, ISO 28000:2007 Dated 20.08.2021
3	Validity Of Offer	<b>60 days from the date of opening of the price bid</b>
4	Contract Period	<b>Three years from the date of renewal certificate</b>
5	Bid Security Declaration	<b>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).</b>
6	Submission of Tender :	
	a.Starts on	<b>20.08.2021</b>
	b.Closes on	<b>31.08.2021 at 16.00 Hrs</b>
7	Opening of Tenders	<b>01.09.2021</b>

## **GeM Declaration**

***Providing Consultancy and Certification Work to acquire ISO 14001:2015, ISO 45001:2018 & ISO 28000:2007 accreditation is not available in GeM. Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM.***

### **1. 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 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, work could be cancelled, and 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**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from BalmerLawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com) or the same can be obtained from our office at the address given above during the normal office hours. The physical original instruments/drafts should reach our above address prior to due date and time. The physical original instruments/drafts should reach our above address prior to due date and time.

### **Special Note**

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender document. Resubmission (if required) of bid should be completed within the stipulated date and time.
- Bidders are advised in their own interest to ensure that bids to be submitted well before the closing date and time of bid.
- Balmer Lawrie does not take any responsibility in case bidder fails to submit within specified time of tender submission.
- 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.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to 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 BL website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

### **1.Filling of Tender Documents**

- the
- 3.1 The tenderers are requested to carefully study all the terms and conditions mentioned in tender document 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.
  - 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be submitted. 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 on for verification by Balmer Lawrie.

### **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed herein below. However, the agency shall be responsible to complete the work in all respects and in doing so provide all facilities which may not be covered explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from vendor's scope. The successful tenderer shall have to undertake the following work:

#### **Detailed Scope of work:**

**Providing consultancy and certification work for certification of ISO 14001:2015, ISO 45001:2018 and ISO 28000:2007 for 3 years for our Container Freight Station, Manali, Chennai 68 covering the following**

1. Providing consultancy support and assistance for the following:
  - a) Reviewing and amending the existing Integrated Management Systems to upgraded certification (ISO 14001:2015, ISO 45001:2018, ISO 28000:2007)
  - b) Carrying out risk assessment for interested parties for internal and external issues
  - c) Prepare necessary documents for and conduct of internal audits and Management review
  - d) Conduct of initial environment and hazardous review
  - e) Review of emergency preparedness and conduct of Mock drills as may be necessary
  - f) Any other preparation required for re-certification of CFS
  - g) Review of identified legal and other requirements relevant to the above unit and completion of formalities Public Authorities where necessary, certification of the same.

2. Assisting in appointment of Accreditation agency and co-ordination with the same for the re-certification of the CFS for a period of three years, including surveillance audits as may be applicable.
3. Consultation, assistance and co-ordination for Surveillance audits, or any other interim audits during the certification period.
4. The fee quoted will be inclusive of fees/charges payable to the Certifying Agency, along with a project time schedule for the completion of the scope of work.

## **GENERAL TERMS AND CONDITIONS**

### **1. Pre-qualification Criteria for Techno-Commercial Bid**

- 1) Bidder should have carried out at least any one of the following accreditation work for minimum two clients during the last three years ending 31<sup>st</sup> March 2021 (proof to be attached)
  - a) ISO 14001:2015
  - b) ISO 45001:2018
  - c) ISO 28000:2007
- 2) Should have minimum turnover of Rs.80,000/- per year during the last 3 years ending March 20.(Proof to be attached).
- 3) The Bidder must have GST Registration (Proof to be attached)
- 4) Should not have been blacklisted by any PSU / Govt. Department (a self-certification should be attached).
- 5) Bidder should fill Bid Security Declaration Form duly signed & stamped as found in Annexure- 2.

### **2.Submission Of Bids**

The Single Bid tender documents may be downloaded from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) or obtained from our office at the address given above During the normal office hours. The rates are to be filled only as per given format.

### **3.Tender Opening**

Bid will be opened as per due date mentioned in the Tender.

### **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 tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder.

4.4 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 BalmerLawrie in this connection will be final.

4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents 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 whichever is earlier. 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 quoted rates 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 expiration of the period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).

## **8. Completion period :**

Within due date of renewal of certificates.

## **9. Performance security Deposit**

An interest free Performance Security Deposit of **3% of the contract value** in the form of Pay Order / Demand Draft or Bank Guarantee or through on-line Bank transfer in NEFT/RTGS/IMPS mode is required to be submitted by the

successful bidder to cover loss / damage of material / container / property during handling of cargo at CFS, lack of interest to perform as per work instruction or failure to perform etc. The format for the Bank Guarantee will be provided by the company.

#### **10. Payment Terms**

- a) 30% payment would be made after completion of initial or pre-audit by certification body
- b) 50% payment on receipt of certificate valid for 3 years for ISO 14001:ISO 45001: ISO 28000
- c) 10% payment after completion of 1<sup>st</sup> surveillance audit of all certification.
- d) 10% payment after completion of 2<sup>nd</sup> surveillance audit of all certification.

#### **11. Plant Visit / Contact Person**

The bidders are advised to visit the site to understand the tender requirement in detail. For any clarification / Queries you may please contact S. Loganathan, Sr. Manager(CFS) or Amit K Mukherjee, Asst Manager (Commercial) Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone 044-25940643.

#### **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. Purchase preference policy for MSE Vendors**

If it is seen that a Micro, Small and Medium (MSME) 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 MSME 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 MSME 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 MSME (within 15% band with non MSME vender) vender subject to matching with L1 price of non MSME vender.

#### **14. Declaration of UAM by MSME vendors**

MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

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



Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration

#### **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 as per applicable rate. 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.

#### **17. Statutory Regulations**

The bidder should conform to all the statutory regulations as applicable.

#### **18. Addition/alteration of Tender Document**

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

#### **19. Force Majeure Conditions:**

Completion of work 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, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred 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. Completion of work under the contract shall be resumed as soon as practicable.

## 20. 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.***

### DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No : BLC/CFS/ISO/09 14001:2015, ISO 45001:2018, ISO 28000:2007 Dated 20.08.2021 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**PARTICULARS OF THE TENDERER’S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. /LPP	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed / uploaded	
<b>10</b>	Whether copy of latest Income Tax Return uploaded	
<b>11</b>	Service Tax Registration. No.	
<b>12</b>	Whether copy of Service Tax Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registered under MSMED Act	
<b>15</b>	In case registered under MSMED provide registration number and copy of registration certificate.	

**ANNEXURE – 1**

**Sub: Providing Consultancy and Certification Work to acquire ISO 14001:2015 / ISO 45001:2007  
And ISO 28000:2007 accreditation**

**RATE SCHEDULE**

SNo	Description of work	Amount in Rs.
1	Consolidated lump sum Fee for providing consultancy and certification work for carrying out certification Process for ISO 14001:2015 including sequent surveillance audits as mentioned in Scope of work for 3 Years.	
2	Consolidated lump sum Fee for providing consultancy and certification work for carrying out certification Process for OHSAS 45001:2018 including subsequent Surveillance audit s as mentioned in Scope of work for 3 Years.	
3	Consolidated lump sum Fee for providing consultancy and fresh certification work for carrying out certification Process for ISO 28000:2007 including subsequent Surveillance audit as mentioned in Scope of work for 3 Years.	
	<b>Net Amount</b>	
	Add: CGST @ ( %)	
	SGST @ ( %)	
	IGST @ ( %)	
	<b>Gross amount including GST</b>	

**Amount in Word:**

Seal of the Company:

Signature:

Date:

Name of the Company

**ANNEXURE – 2**

**Bid Security Declaration Form**

Date: \_\_\_\_\_

**Tender No. : BLC/CFS/ISO/09 14001:2015, ISO 45001:2018, ISO 28000:2007**

To,

Balmer Lawrie & Co.Ltd  
No.32, Sattangadu Village,  
Manali, Chennai-600068

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period *of one year* from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_

in the capacity of: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)