

Balmer Lawrie & Co. Ltd. G&L, Kolkata

Tender No: GLK/TE18/219, Dated 03/10/2018



बामर लॉरी एण्ड कं. लिमिटेड
(भारत सरकार का एक प्रतिष्ठान)
Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

SBU - Greases & Lubricants, P-43, Hide Road Extension, Kolkata - 700088

Phone: [033] 2450-0148: Fax: [033] 2449-8493

Email No.:sethi.sk@balmerlawrie.com

Tender No.: GLK/TE18/219

Date: 03/10/2018

Due Date & Time: [13/10/2018 at 15:00 Hrs.]

Tender Document for

**Tender for Job Contract for operation of forklift at Balmer Lawrie & Co. Ltd located at P-43
Hide Road Extension, Kolkata- 700088]**

Balmer Lawrie & Co. Ltd. G&L, Kolkata

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NOTICE INVITING TENDER

Sealed tenders in Single Bid System are invited from reputed and experienced Vendors, who fulfill the eligibility criteria, indicated in General Terms & Conditions subsequently, for undertaking the subject contract for **Tender for Job Contract for operation of forklift at Balmer Lawrie & Co. Ltd located at P-43 Hide Road Extension, Kolkata- 700088**

Tenderers are advised to download the Tender Document along with terms and conditions from our web site "www.balmerlawrie.com". Interested parties may please inspect the site and understand the job-scope on ground before submitting quote. You may contact the undersigned for any assistance/information, if required:

Shri Susanta Kumar Sethi
Asst. Manager (HR)
033-2450 0148

The offer against Tender, complete in all respect and sealed in a Single envelope should reach the office of the undersigned latest by 3:00 PM on 13/10/2018, super scribing the Name & Tender Ref. No. and the last date of submission, on the envelop.

Interested parties are advised to quote their rates in conjunction with compliance of all Terms & Conditions, specification and Price Bid as stipulated in this NIT.

S. No	Description	Details
1	Name of Work	Tender for Job Contract for operation of forklift at Balmer Lawrie & Co. Ltd located at P -43 Hide Road Extension, Kolkata- 700088 as per attached annexure - B.
2	Tender No	
3	Validity Of Offer	60 days from the due date of submission of the tender.
4	Contract Period	One year
5	EMD	Rs. 5000/-
6	Submission of Tender :	
	a. Starts on	03/10/2018
	b. Closes on	13/10/2018

1. LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

The photocopies of following documents attested by concerned persons should be attached with the tender bid which may be verified with original:

- a) Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b) GST & PAN number
- c) Trade Licence.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may be required to come to our office as intimated along with all original documents, photo copies of which have been submitted with the tender towards 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 false or forged documents may be put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.
- g. Bids of any tender may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
- h. Vendor conforming to the tender conditions and quoting the lowest rates in totality may be selected.

3. FILLING OF TENDER DOCUMENTS

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorized representative shall sign all documents as required. When

the person signing the documents is not the sole proprietor / authorized representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be produced.

4. SUBMISSION OF TENDER:

The tender in prescribed format to be submitted in hardcopy in sealed envelope super scribing **Tender for Job Contract for operation of forklift at Balmer Lawrie & Co. Ltd located at P-43 Hide Road Extension, Kolkata- 700088** with reference Tender No. and date.

5. SITE VISIT :

Parties are advised to check the job area physically before quoting the rates.

6. SCOPE OF WORK & RESPONSIBILITY

Work covered in this tender document is detailed herein below in **ANNEXURE-B** (Price Schedule). However, Contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered 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.

GENERAL TERMS AND CONDITIONS:

1. DUTY HOURS:

As required in line with official duty hours of the company.

2. PERIOD OF CONTRACT :

One year from the date of Work Order. The contract may be extended for another one year at same rate, terms and conditions with mutual consent in writing.

3. EXPERIENCE:

The bidder should have experience of at least One year in providing similar services in Industrial Establishments employing 100 plus employees. [Proof to be attached.]

4. COMPLIANCE OF LABOUR LAWS:

It shall be responsibility of the contractor to ensure that he conforms to the various provisions of statutory Acts and rules thereof like:

- a. Contract Labour (Regulations & Abolitions) Act. 1970,

- b. Employees Provident Fund & Miscellaneous Provision Act. 1952
- c. Employees State Insurance Act. 1948
- d. Minimum Wages Act. 1948
- e. Payment of Wages Act. 1936
- f. Employees Compensation Act. 1923
- g. Payment of Bonus Act. 1965
- h. Payment of Gratuity Act,1948
- i. The West Bengal Labour Welfare Fund Act. 1974

5. SAFETY /PPE:

All contract employees provided under contract should compulsorily use/ wear PPE at all times on duty, and follow all safety instructions written, verbal or implied.

6. BEHAVIOR:

All contract employees should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit. During course of duty if any of the contract labour is found sick, drunk or develop different ill behavior, he shall be immediately withdrawn from duty.

7. IDENTITY CARD:

Full particulars of each staff along with passport size photograph and identity card issued by the contractor need to be submitted with our office after finalization of contract but before assuming duties. The identity card will be returned after verification.

8. EXTERNAL ENVIRONMENT:

Needless to mention the tenderer has to be necessary acquainted with the local environment and conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by Balmer Lawrie. Neither any change in the schedule of the contract nor any financial adjustments arising thereof shall be permitted by Balmer Lawrie, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

09. TERMINATION OF CONTRACT:

The contract may be terminated by either party by giving at least two months' notice. In such case BL would be liable to pay the charges for services already rendered till such notice of termination is served only.

10. EMD:

A non-interest bearing Earnest Money Deposit of **Rs.5000.00/-[Rupees Five Thousand only]** by way of DD/PO Bank Draft shall be deposited with the Company along with Bid Submission. In case of successful bidder this EMD shall be converted into Security Deposit and the same shall be retained till completion of the contract/extended contract period. EMD of unsuccessful

bidder shall refund after BL's awarding the contract to successful vendor.

11. Provisions for Micro, Small and Medium Enterprises (MSME):

- a. Qualification Criterion: 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.
- b. Micro & small scale manufacturing units, registered under MSME/ NSIC, also complying clause no: 12.a in the tender are exempted for submission of EMD amount.

12. The EMD of the unsuccessful bidder(s) will be returned after finalization of the order. EMD of the successful bidder will be retained till execution of the order. EMD shall not bear any interest. The Bank Guarantee for EMD shall remain in force for the entire validity period of the contract and shall be extendable on request made by BL prior to expiry of the Bank Guarantee.

13. SECURITY DEPOSIT:

Rs.10,000/- [Ten thousand only] in the form of DD/Bank Guarantee which would be valid for 12 months from the date of Work Order with a claim period for 6 months. EMD will be refunded on receipt of Security Deposit/Bank Guarantee without any interest.

14. RATE:

The rates should be quoted as per Price Bid format only which shall be including all Taxes & duties, transportation (if any). However, Service Tax will be extra at the prevailing rate.

15. PAYMENT:

Payment will be made within 07 [Seven days] from the date of submission of monthly bills after conducting the required services for preceding month.

16. 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.

17. ACCEPTANCE OF OFFERS

- A. 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.
- B. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- C. Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.

- D. 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.
- E. 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.

18. INDEMNITY BOND:

The contractor shall indemnify the Company from all liabilities and responsibilities of all contract labour to be employed by the contractor at Company's premises including their necessary license/permission etc. from competent authorities.

19. FORCE MAJEURE CONDITIONS:

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, 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 nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable.

20. 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 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.

Please submit the sealed quotation in the above Price Bid Format addressed to the undersigned at Balmer Lawrie & Co. Ltd., Greases & Lubricants Division, P-43, Hide Road Extension, Kolkata – 700 088, super-scribing on the envelope "**Tender for Job Contract for operation of forklift at Balmer Lawrie & Co. Ltd located at P-43 Hide Road Extension, Kolkata- 700088**". The last date for submission of quotations is 13/10/2018 up to 15:30 p.m.

Balmer Lawrie & Co. Ltd. reserves the right to accept / reject any / all quotations without assigning any reason thereof.

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

Sl. No.	Description	Tenderer's 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 uploaded	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSEMD Act	
15	In case registered under MSME provide registration number and copy of registration certificate.	

ANNEXURE-B

PRICE BID

Description of Work	Quantity.	Rate (Rs. /Month)	Amount
1. Shifting of field inside/factory premises barrels and materials. 2. Shifting of raw materials from stores to production plant. 3. Loading of material in trucks for dispatch. 4. Unloading of material and stocking.	12 Months		
		Total	

Rates to be quoted above shall be inclusive of all taxes & duties, transportations etc. excluding Service Tax, which shall be paid by BL extra at the prevailing rate.

I / We have read the terms and conditions enumerated in the Notice inviting quotation enclosed and I / we hereby accept all your terms and conditions as mentioned in the tender notifications and hereby quote rates as under :-

[Signature of the authorized signatory] Dated:

Full Name

Mob No.

Company Name, Address and Official Seal

Designation of Authorized Signatory