



Balmer Lawrie & Co. Ltd.
c/o AMTZ Campus, Pragati Maidan,
S.O. Visakhapatnam, Andhra Pradesh - 530031

e- TENDER NO: BL/LI/AMTZ/20-21/001
DATED : 29/08/2020

TECHNICAL / COMMERCIAL BID

Tender Document for

[Engagement of Handling Contractor on call basis]

DUE DATE & TIME: [07/09/2020 AT 5.00 PM]

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NOTICE INVITING E-TENDER

On line bids in two bid system are invited from the reputed and experienced Vendors who fulfil the eligibility criteria mentioned elsewhere in the tender document under the heading "General Terms & Conditions", for undertaking the subject contract for "**Engagement of Handling Contractor on call basis**" for Balmer Lawrie & Co. Ltd's Central warehousing facility admeasuring 80000 sq ft Located at AMTZ Campus, Pragati Maidan, S.O. Visakhapatnam, Andhra Pradesh – 530031.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender must 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	Engagement of Handling Contractor on call basis for Balmer Lawrie & Co. Ltd's Central warehousing facility, c/o AMTZ Campus, Visakhapatnam.
2	Tender No and date	BL/LI/AMTZ/20-21/001 DATED 29/08/2020
3	Validity Of Offer	120 days from the date of opening of the Technical bid
4	Contract Period	12 months
5	EMD	Rs. 15000/-
6	Downloading / Submission of Tender :	
	a. Starts on	29/08/2020 , 3.00 PM
	b. Closes on	07/09/2020 , 5.00 PM
7	Opening of Tenders	07/09/2020, 5.30 PM

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. :

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/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.

- 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

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 able 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. **15000- (Rupees fifteen thousand only)** by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of **M/s Balmer Lawrie & Co. Ltd. payable at Mumbai / Navi Mumbai**. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, payment of EMD's is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. **MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original instruments/drafts /documents should reach our office at AMTZ Campus, Pragati Maidan, S.O. Visakhapatnam, Andhra Pradesh – 530031 prior to due date and time of the tender. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our address as noted above. 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 C1 India helpdesk officers			
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254199	Monday – Friday
Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093208	Monday – Friday
CH.Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284068	Monday - Saturday
Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-022-66865539	Monday – Friday
Helpdesk Support (Kolkata)	-	+91-8017272553	Monday - Saturday
Escalation – 1	tuhin.ghosh@c1india.com	+91-8981164980	Monday – Friday
Tuhin Ghosh (Kolkata)			

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.

1.3 For price Bid submission, the bidders are required to download the price bid attached herewith in excel format, fill the relevant details & upload the same in PDF format after signing & stamping

1.4 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 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 e-tender from time to time.

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 bidders should regularly visit these websites for updates.

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. There will be no further paper advertisement on this. 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.

2. Filling of Tender Documents

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

3. 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

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

4. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

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

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

5. Acceptance of offers

- 5.1. 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.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 5.3 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.
- 5.4 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 will be rejected.
- 5.5 Bids from the tenderer carrying out similar business will not be considered to avoid the conflict of interest.
- 5.6 The overall L1- status would be determined by looking at the total value quoted by the bidder.

6. Negotiations

- 6.1. Balmer Lawrie reserves the right to negotiate with the L1 bidder. The L1 bidder 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.
- 6.2. In case of negotiation, the L1 bidder 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 bidder fails to comply with this requirement, Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise.

7. Price Variation

- 7.1. 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.

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

SCOPE OF WORK

***Engagement of Handling Contractor on call basis" for Balmer Lawrie & Co. Ltd's Central warehousing facility admeasuring 80000 sq ft
Located at AMTZ Campus, Pragati Maidan, S.O. Visakhapatnam, Andhra Pradesh – 530031***

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 herein 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. Warehouse operations (Ambient temperature and Temperature Controlled):

1. Unload cargo using material handling equipment and/or manual labourers from containers / trucks / road vehicle and arrange to stack the same at the nominated place inside the ambient temperature warehouse or Temperature Controlled warehouse as per the instructions of Balmer Lawrie's representative.
2. Provide / facilitate delivery of cargo using material handling equipment and/or manual labourers either from the ambient temperature warehouse or Temperature Controlled warehouse and load on to the trucks / road vehicles provided by the customers strictly as per directive of Company's representative.
3. Handling of cargo should be in a manner as required by the Company's representative

General responsibilities:

- a) Ensure that all cargo/packages are handled carefully. They should also ensure that the shop floor and yard are maintained properly. All waste materials which may include packing boxes, waste paper, broken pallets, crates, straps, etc are to be kept in a designated place.
- b) In case of handling liquid cargo, it should be ensured that there is no spillage and in case of any spillage on the shop floor, arrange to clean it immediately at their cost.
- c) Internal shifting of cargo from one point in warehouse to another or between two warehouses or in the Open Yard shall be arranged by the contractor at no additional cost. This shall be done strictly as per directive of Company's representative.
- d) Ensure that the materials are handled with care and no damage is caused to the material/property of the Company and its customers.
- e) Ensure adherence to all safety norms.
- f) Any damage/s caused to cargo or Balmer Lawrie property by the contractor's handling equipment's shall be the responsibility of the contractor and all claims arising thereof shall be borne by the contractor.
- g) Daily Log book should be maintained by the contractor incorporation details like information regarding cargo handled, no of labours and equipment's used , date, time of commencement and completion, and quantity handled (in MT), This log book should be signed by contractor representative and Balmer Lawrie Officials on a daily basis and would form the basis of billing.

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary handling operations as and when required and as instructed by the Company officials.

2. Deployment of Manpower/ Equipment's:

The Contractor will be required to deploy adequate number of labour and equipment's in Balmer Lawrie's facility for handling cargo, as and when required.

The contractor should take out a third party insurance cover for all vehicles/equipment to adequately cover for damage, loss or injury to any person/material during the execution of the services.

It will be the contractor's responsibility to ensure proper maintenance of the equipments. All expenses on this account will be borne by the contractor. Cost of statutory charges including RTO License, Insurance charges and all the related running costs such as drivers wages (who should have valid driving license), fuel, lubricants, maintenance, etc shall be borne by the Contractor.

3. Deployment of Manpower & Working Hours

The Contractor should provide all safety equipment's required by the workmen for discharging their work. The Company will not be responsible for non-adherence of Safety norms by the Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy.

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 Balmer Lawrie facility.

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of Balmer Lawrie. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

It will be the duty of the Contractor to engage adequate number of efficient and effective Managers, Supervisor's, operators, helper, sling man etc at his own cost for carrying out the work.

It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from Balmer Lawrie customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.

The Contractor will have to submit a list of their equipment's and personnel to the Company for issuance of entry pass. Only pass holders will be permitted to enter Balmer Lawrie facility. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor

The contractor has to arrange PPE such as jackets with hoods, trousers, safety boots, hand gloves etc for their labours for loading & unloading operation in Temperature Controlled Warehouse.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid:

- a) Payment of Interest Free EMD of Rs.[15000/-]
- b) Experience in Handling Operations work at any CFS / ICD / General Warehouse for a minimum period of [3 years as on 31.03.2020] anywhere in India. (Copy of experience certificate / work order to be attached).
- c) Bidder Should have minimum Average Financial Turnover of [Rs.ONE Crores per year during the last 3 financial years as on 31.03.2020]. Audited copies of Balance sheet & P&L A/c. or Certificate from Chartered Accountant regarding annual turnover for last three financial years is to be submitted.
- d) The bidder must have ESI and PF Registration (Copy to be attached)
- e) The Bidder must have valid Labour License issued by the Ministry or Statutory Authority (Copy of license to be attached).
- f) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to be provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them. (Copy to self-certification to be attached).

2. Notification of Award:

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

3. Contract Period:

The contract will be for a period of **[12 months effective from the place of LOI/ WO]** or such date as may be mutually agreed. On satisfactory performance, the contract can be extended as mutually agreed on same rate terms & conditions for another 12 months.

4. Performance Guarantee:

Performance Bank Guarantee for **Rs.10 Lakh /-** has to be submitted in the form of Bank Guarantee, as per prescribed format of the company, to cover the "Risk & Cost" of any damages caused due to negligence of the contractor / mishandling /

malfunctioning or non-performance. The Performance Bank Guarantee should be valid for a period of 18 (eighteen) months from the date of commencement of contract. In the event of extension of contract for a further period of 12 months after initial contract period, the Performance Bank Guarantee will be required to be extended for another 12 (twelve) months from the last date of validity of Performance Bank Guarantee. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favour of the company. This performance guarantee will not bear any interest.

Operations are required as per working hours of Balmer Lawrie for 6 working days a week basis from 9.00 am to 6.30 pm. However if the needs arises, vendor should be flexible to change the duty hours as per Balmer Lawrie's requirement. The Lunch time may preferably be taken from 1:30 PM to 2:00 PM. In the event of requirement of job on weekly holidays/other holidays or beyond the above working hours the contractor will be obliged to undertake the same. No claim will be entertained towards extra payment other than price schedule.

5. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Interest free Security Deposit till completion of the contract/extended contract period. The EMD of unsuccessful bidder will be returned after finalization of the contract.

6. Volume

No definite volume of work is guaranteed during the period of the contract.

No assurance is given about any item of work at any time during validity of the contract. The nature of work will be subject to variation depending on the requirements. Any variation/ addition/deletion in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

7. Payment Terms

Payment will be made on monthly cycle basis in the following month within 10 (Ten) working days of submission of bills duly certified by company officials with all relevant supporting documents.

8. 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 any other firm at the 'Risk & Cost' of the contract.

9. 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 that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment's employed by the contractor. 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. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to Balmer Lawrie operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service. The format of the indemnity bond is provided at the end of this tender document.

10. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property etc within Balmer Lawrie warehouse. Any damage to any life and/or property inside Balmer Lawrie facility due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the equipment's operating inside Balmer Lawrie facility.

11. 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.

12. 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. The health and safety of the personnel's deployed by the contractor would be solely Contractor's responsibility.

13. Manpower / Working hours

The Contractor should ensure that the workers/Supervisors 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 Balmer Lawrie facility.

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

Operations are required as per working hours of Balmer Lawrie and on 6 working days a week basis from 9.00 am to 6.30 pm. However if the needs arises, vendor should be flexible to change the duty hours as per Balmer Lawrie requirement. The Operator and helpers should maintain the punctuality and report at office on time. The Lunch time may preferably be taken from 1:30 PM to 2:00 PM. In the event of requirement of job on weekly holidays/other holidays or beyond the above working hours the contractor will be obliged to undertake the same. No claim will be entertained towards extra payment other than price schedule

14. Alternative Arrangement

In absence of timely and proper performance by the contractor, Balmer Lawrie reserve the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall

be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of Balmer Lawrie for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions. The rate will be inclusive of all costs towards engaging experienced personnel. The rate should be kept firm during the period of contract. If there is variation between the rates quoted in the figures and in words, only the lower of the two rates quoted shall be considered. The rate quoted should be in line with the "Minimum Wages Act" notified by Ministry of Labour, Government of India, irrespective of piece rate or time rate.

15. Termination

The contract can be terminated by either party by giving 1 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.

16. 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, fire ,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. Deliveries under the contract shall be resumed as soon as practicable.

17. 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

18. 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 range of L1+15%, 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 to MSE (within 15% band with non MSE vendor) vendor subject to matching with L1 price of non MSE vendor.

19. 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.

20. 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 BL/LI/AMTZ/20-21/001 Dated 29/08/2020 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. / LPP	
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 Uploaded	
13	GST Registration Number	
14	Name of the Banker	
15	Whether registration under MSMED Act	
16	In case registered under MSMED provide registration number and copy of registration certificate.	

PRICE BID - Balmer Lawrie & Co. Ltd.
c/o AMTZ Campus, Pragati Maidan,
S.O. Visakhapatnam, Andhra Pradesh - 530031

Sr. no	HANDLING OF CARGO	QTY per month	Unit	Rate (INR)	Total value
1	Unload cargo of weight up to 50 kgs and stack the same in covered warehouse or temperature controlled warehouse using manual labour	1000	Metric Ton		
2	Unload cargo of weight above 50 kgs and stack the same in covered warehouse or temperature controlled warehouse using manual labour	50	Metric Ton		
3	Arrange delivery of cargo of weight up to 50 kgs from covered warehouse or temperature controlled warehouse using manual labour	1000	Metric Ton		
4	Arrange delivery of cargo of weight above 50 kgs from covered warehouse or temperature controlled warehouse using manual labour.	50	Metric Ton		
5	Hire charges for 3 MT fork lift / shift (8 hour shift)	5	Shift		
6	Hire charges for 5 MT fork lift / shift (8 hour shift)	1	Shift		
7	Hire charges for 10 MT fork lift / shift (8 hour shift)	1	Shift		
8	Providing manual labour on per day basis	10	per person / day		
	TOTAL				
	GST @				
	TOTAL WITH GST				

1. Rates should be inclusive of all taxes & duties except GST, which if applicable, shall be noted separately
2. Quantity given in above price bid schedules is only estimation and will be used for evaluation purpose only and actual quantity may increase or decrease. The Company does not any guarantee regarding this.

ATTACHMENT - I

BANK GUARANTEE AGAINST PERFORMANCE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

THE GUARANTEE is executed at Kolkata on the day ofby
.....(set out full name and address of the Bank) (hereinafter referred to as “the
**Bank” which expression shall unless expressly executed or repugnant to the context or
meaning thereof mean and include its successors and assigns).**

WHEREAS Balmer Lawrie & CO. Ltd. (local address), an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as “the Company”) issued a Tender being No. dated (hereinafter referred to as “the said Tender”) for (set out purpose of the job) and pursuant thereto Messrs/ Mr.(set out full name and address of the Vendor) (hereinafter referred to as “the Vendor” which term or expression wherever the context so requires shall mean and include the partner or partners of the Vendor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Vendor had been accepted by the Company and in pursuance thereof an Order being No..... dated (hereinafter referred to as "the said Order") has been placed by the Company on the Vendor for (set out purpose of the job). **AND WHEREAS** under the terms of the said Order the Vendor is required to furnish the Company at their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees only) as performance guarantee for the fulfilment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Vendor under the Agreement dated the day of (hereinafter referred to as "the Agreement ") entered into by and between the Company of the one part and the Vendor of the other part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Vendor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned. NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Vendor, we (set out the full name of the Bank) the Bankers of the Vendor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the day of entered into by and between the Company of the one part and the Vendor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad

workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.

3. The Guarantee is issued as security against due performance of the obligations of the Vendor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees

..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.

4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.

5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Vendor.

6. We (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.

7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.

9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.

10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :

INDEMNITY BOND

(To be executed on Non-Judicial Stamp Paper)

Date: _____

THIS DEED OF INDEMNITY made at M/s _____ having their Registered Office at _____ (hereinafter referred to as "Contractor" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, assigns, successors, executors and/or administrators) of the ONE PART in favour of Balmer Lawrie & Co. Ltd., a Company Registered under Indian Companies Act, VII of 1913, having its Registered Office at 21, Netaji Subhas Road , Kolkata-700001,(India) (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and assigns) of the OTHER PART.

WHEREAS the Company has awarded to the Contractor, a contract for the _____ in _____ project (hereinafter called the "Contract");

AND WHEREAS it is one of the conditions of the Contract that the Contractor shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the said contract by the Contractor including but not limited to the observance and compliance of The Contract Labour(R & A) Act,1970,Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Industrial Disputes Act, 1947, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923 The Maternity Benefit Act, 1961; Inter State Migrant Workmen(RECS) ,1979 and The Employee's Deposit Linked Insurance Scheme, 1976, and other Labour Laws (hereinafter referred as the 'Laws').

And whereas to safeguard the Company from any kind of claim and / or demand in the event of failure in observance or non-compliance of any such laws by the Contractor, the said Contractor is executing this Deed of Indemnity.

NOW THIS DEED WITNESSETH AS UNDER:

1. THAT in the event of any liability arising out of failure to observe or non-compliance of any such 'Laws' by the Contractor in discharge of the said contract, the contractor shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Company shall not be liable for any such liability(ies). The Contractor indemnifies and keeps harmless the Company at all times from and against any and all such liabilities, costs, damages, claims, penalties, interest, expenses, losses, demands, fines, legal liability ,causes of action, injury to persons, etc which may be suffered, incurred, undergone and / or sustained by the Company including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi-judicial authority due to the failure or non-compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said contract.

2. In addition to that mentioned in the above para that coverage to all workmen under all extant social security schemes like Provident Fund, ESIC, WC, Labour Welfare Fund or any other payments of any nature incidental by extant laws, bylaws, statutes etc. enforceable at the place of work of the "Company" be provided by the "Contractor" without fail and agreed by the "Contractor". Hence the Registrations/ Codes etc under which such compliance is required shall be of the "Contractor" and not the "Company".

3. Further that in the event of any nature of non-payment or non-compliance in payment of dues for which Company may incur a liability to pay for any non-complying act shall empower company to recover and pay from Contractor by way of deductions retention, bills or due payments.

4. This indemnity shall be in accordance with the laws of India and any dispute between the parties as regards the contract of indemnity shall be settled in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, including the method and manner of appointment of the Arbitrators. The place of Arbitration shall be at Kolkata and the Courts of Kolkata shall have the proper jurisdiction.

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first herein above written.

SIGNED SEALED AND DELIVERED by the within named "CONTRACTOR")

(Authorized Signatory) Rubber Stamp of Firm/Company

Name:

Designation:

In presence of

Witness

Name & Address of Witness Signature

1. _____

2. _____