

**BALMER LAWRIE & CO. LTD**  
A Government of India Enterprise  
**SBU: Greases & Lubricants**  
**P-43, Hide Road Extension. Kolkata - 700 088**

Tel: 033- 2450 0133, Fax: 033 - 2439 2277 / 5160  
E-mail: Karmakar.sd@balmerlawrie.com

**TENDER ENQUIRY**

“The tendered item(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”

**Tender No. : GLK/TE20/104 dated 19.09.2020**  
**Due Date : 24.09.2020 at 15:00 hours IST**

**Subject: Tender for Loading, unloading, stacking, shifting and / or relocation of finished goods, raw materials, packing materials within the Factory premises**

On-line offers are invited from competent bidders having previous experience in similar field with sound financial background at Balmer Lawrie & Co. Ltd. (BL) Greases and Lubricant Division located at P 43 Hide Road Extension, Kolkata – 700 088 to carry out the following works which has been categorized in three groups as per following details.

**1.0 Pre-Qualification Criteria**

<b>Sl. No.</b>	<b>PRE-QUALIFICATION CRITERIA</b>	<b>DOCUMENTS REQUIRED</b>
1	Bidder should have experience of minimum 01 year in providing similar services in any reputed concern.	Copy of Purchase Order
2	No. of trained personnel on vendor's pay roll as on date	Documentary evidence such as records in PF/ ESI or other statutory Governmental authorities.
3	Should have executed/ executing minimum 2 (two) orders each valuing Rs. 10.00 Lacs during last three years.	Copies of Purchase Orders
4	PF Registration No.	Copy of certificate / Copy of previous one/two month's challan
5	ESIC Registration No.	Copy of registration certificate
6	GST Regn. No.	Copy of Registration certificate
7	Permanent Account No. (PAN)	Copy of PAN card
8	Labour Identification No. (LIN)	Copy of LIN Registration Certificate

**2.0 General**

- a. The bidder must follow “Minimum Wages Act” as per the rates of West Bengal. Based on revision of wage rate, the proportionate change in contractual rate may occur, but service charge of the contractor will remain same within the contractual period.
- b. Successful bidder has to maintain wage register & is to be certified by concerned authority of BL on monthly basis.

- c. The successful bidder shall cover the insurance of all workmen and other persons employed by him / her/ them against accident, injury & death till the completion of contract.
- d. The interested bidders must visit the site and make themselves thoroughly acquainted with the nature and requirements of the job.
- e. Submission of tender will be the conclusive evidence as to the fact that the bidder has fully satisfied themselves as to the nature and scope of the work to be done, site conditions and all other factors, affecting the performance of the contract and the cost thereof.
- f. It is mandatory for the bidders to have valid coverage of their labourers in all respect of ESI/ WC policy and Provident Fund.
- g. Duty Hours: The Services to be provided throughout the year on General Duty/Shift duty basis as necessary. The job may have to be executed in more than one shifts depending upon volume of business as per actual requirement. Currently requirements are as follows for a whole day which comprises 02 shifts viz A Shift – (06 am-02 pm), & G Shift – (8.30 pm-5.00 pm).

Failure to meet the pre-qualification criterion will result in your offer not being considered for evaluation.

### **3.0 Description of the Job**

The job mainly involves loading, unloading, shifting, stacking of various raw materials / finished goods / packaging material on / from trucks and inside factory premises. The packing is normally in steel/plastic barrels, plastic pails, plastic small containers, cardboard cartons, bags, loose material etc.

Shifting the finished goods barrels from shop floor to outside storage area shown by BL's personnel, stacking in three layers manually are also to be done by the contractor.

In all the cases where barrels, pails, cartons are to be shifted, stacked, loaded. unloaded to/ from the truck, Fork Lift along with driver will be provided by BL to the extent possible / available. However, the same should not be considered as right to the workmen to perform their job on a daily basis.

**The job details are described in Annexure – I enclosed.** However, this job description is only indicative and there may be other jobs which are not described in the list but same are also to be done by the workmen and the payment for that will be paid as per the rates finalized for the nearest similar type of job.

### **4.0 Compliance of Government of India Directives:**

#### **I. Labour Identification Number (i.e. LIN) Registration (Mandatory)**

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee/ contract worker and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labor Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in **Balmer Lawrie & Co. Ltd. [ BL].**

#### **II. Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)**

#### **III. Pradhan Mantri Suraksha Bima Yojana (PMSBY)**

## 5.0 Statutory Compliances:

- 5.1.1 The contractor shall obtain necessary **insurance policy covering all risks** such as accidents, injuries, death likely to be caused to **workers or to third person** including loss to the properties of BL or to some other agency and submit to Officer-In-Charge the insurance copy as and when asked by Officer-In-Charge.
- 5.1.2 The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examine his employees/Workers through a registered medical practitioner before deployment and thereafter arrange periodic medical checkup of his employees deployed under this contract. He should submit a copy of **doctor's fitness certificate** to the company for record purpose in respect of his employees **once in a year**.
- 5.1.3 No worker of contractor (including contractor) be allowed to **consume alcoholic drinks or any narcotics** within the plant premises. If found under the influence of above, the contractor shall have to change/replace him failing which BL may terminate the contract.
- 5.1.4 The contractor shall **indemnify** BL against all claims, demands, actions, cost and charges etc brought by any Court, Competent Authority/ Statutory Authorities against any act or acts of the contractor or his workers.
- 5.1.5 The Contractor shall be required to maintain all the **relevant registers/documents** and also be responsible for required contributions in respect of his employees/firm, as is applicable under **different Labour Acts/legislations**.
- 5.1.6 The contractor shall ensure payment of bonus to its employees under the Payment of Bonus Act, 1965, which shall in no case will be less than the minimum Bonus prescribed under the Act from time to time.
- 5.1.7 The contractor shall require obtaining Labour License from concerned Certifying Officer to start with the work, if applicable.
- 5.1.8
  - i) The Contractor should produce necessary EPF Code before commencement of work.
  - ii) The Contractor should produce necessary ESIC Code before commencement of work must be followed for compliance of ESI Act, if contractor fails to submit the ESIC code then BL will have right to take suitable action including termination of contract.
- 5.1.9 The contractor shall require depositing with PF authorities the PF deductions of its workers well in time & submit a copy of challans/electronic challan to BL/Officer-In-Charge on monthly/Quarterly basis failing which BL will deduct from his bills the amount equivalent to PF deductions with penalty under the Act. Provident fund contribution including Employee Deposit Linked Insurance & Administrative Charges.
- 5.1.10 The contractor shall obtain registration under Inter State Migration Labour Act if he deploys and engages labours from outside the State.
- 5.1.11 The contractor shall strictly comply with the various provision of Payment of Wages Act, 1936, Workmen Compensation Act, 1923, Minimum Wages Act 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance (ESI) Act, 1948, The Inter State Migrant Workmen (Regulation of Employment & conditions of Service) Act, 1979, etc., Payment of Bonus Act 1965, Maternity Benefit Act, 1961, Payment of Gratuity Act, 1972, Equal Remuneration Act, 1976, Factories Act 1948, Industrial Dispute

Act, 1947, etc. and various other Labour legislatures including West Bengal State Acts & Rules, as in existence (at present in India) and as amended & enforced from time to time.

- 5.1.12 The contractor shall provide safety shoes (**ISI & Directorate General of Mines Safety -DGMS Approved**) to its employees deployed by him at his own cost.
- 5.1.13 The contractor shall ensure that he does not deploy any of his people below **18 years of age** for carrying out the contractual obligations.
- 5.1.14 In case BL incurs any liability towards payment of any dues, compensation cost of any other liability of any kind whatsoever, due to non-fulfilment of statutory provisions under any industrial/Labour Laws by the bidder, the same shall be made good by the bidder and BL shall have full right to recover and claim the same from the bidder, from his outstanding bills or otherwise.
- 5.1.15 The bidder shall furnish all the requisite information from time to time to the concerned authority and to BL, which may be required in connection with the bidder's fulfilment of Legal/Statutory requirement under any Act and Rules in force.
- 5.1.16 The bidder is liable to submit to BL a copy of inspection report received from Statutory Authorities and comply with the given remarks and Compliance Report Should be sent in specified time with a copy to BL.
- 5.1.17 In the event where **BL being the Principal Employer is liable to pay any dues arising out of noncompliance of Statutory obligations, then the same will be recovered from the Bidders together with penalty as mentioned above and BL** will have right to take suitable action including termination of contract.
- 5.1.18 The contractor should issue **photo identity card** to all his employees deployed for the said contract as per the prescribed format/card.
- 5.1.19 The contractor shall provide uniforms to its employees deployed by him at his own cost with the firm's name/logo inscribed on the uniform for summer as well as winter.
- 5.1.20 The contractor shall adhere to safety norms/practice and avoid hazardous and unsafe working conditions and shall comply with safety rules in force from time to time at BL. BL will not be held responsible for any loss or injury caused for noncompliance of safety rules by contractor or his employees.
- 5.1.21 The Bidder shall be solely responsible for payment of wages and other dues to the personnel deployed by him latest by **7th of the** subsequent month.
- 5.1.22 The Bidder shall **indemnify** the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- 5.1.23 Sub-letting of work is not permissible:  
No contractor shall sub-let or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd. Company, Proprietorship firm etc.

## **6.0 Regulatory Mechanism:**

- (a) If a contract employee provided by the Agency, leaves the services of the company prior to expiry of contract, the Agency will provide acceptable replacement within 24 hours from the date of placement of requisition by BL.
- (b) The Agency will designate one of its employee who shall function as the 'Single point of contact' for BL for all matters including any dispute emanating out of this contract for the designated region and also act as supervisor. Any dispute arising out of the contract shall be subject to jurisdiction of the Courts at Kolkata.

- (c) The Agency shall forward a consolidated list once in each quarter (within 7 days following the end of each quarter) of all its employees sourced to BL including details of address, remuneration and other details as per the format to be provided by BL.

## **7.0 Employer – Employee relationship**

There will be no Employer and Employee relationship between Balmer Lawrie & Co. Ltd. and the personnel so engaged by the Agency under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Agency to regulate any terms of employment with the engaged persons without any liability whatsoever to Balmer Lawrie & Co Ltd. The personnel provided by the Agency to execute the outsourced job shall have no lien of claim in any manner on BL after their services are no more required by Balmer Lawrie & Co Ltd. or during their deployment. Balmer Lawrie & Co. Ltd will not be held responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed employees. These personnel of the Agency shall not take part in any activity of Balmer Lawrie & Co Ltd Employees' Union/Association or any association/union of the Visitors/Vendors

## **8.0 Adherence to Labour Laws:**

The Agency selected for the job contract will supply manpower to Balmer Lawrie & Co. Ltd, G&L, Plant, Kolkata complying all the provisions of Rules/Regulation Statutory Guidelines applicable with the employees on contract and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws. Further, the Agency will comply with all the requirements of the Statutory Authorities under the various Acts & Rules as mentioned below including their re-enactments/amendments/ modifications, as well as monthly contribution to be deposited with the authorities in respect of the employees on contract wherever applicable.

- ✓ Contract Labour [Regulation & Abolitions] Act 1970
- ✓ Employees Provident Fund & Miscellaneous Provision Act. 1952
- ✓ Employees State Insurance Act. 1948
- ✓ Minimum Wages Act. 1948
- ✓ Payment of Wages Act. 1936
- ✓ Employees' Compensation Act. 1923
- ✓ Payment of Bonus Act. 1965
- ✓ The West Bengal Labour Welfare Act, 1974
- ✓ Payment of Gratuity Act, 1948
- ✓ The Employment of Children Act 1938

## **9.0 Adherence to insurance coverage:**

The Agency selected for the job contract will supply manpower to Balmer Lawrie & Co. Ltd, G&L, Plant, Kolkata shall have to provide insurance coverage to its employees through:

- ✓ Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)
- ✓ Pradhan Mantri Suraksha Bima Yojana (PMSBY)

**10.0 Safety Measures:** All personnel deployed under this job-contract should compulsorily use/wear at all times on duty, required safety equipment, personal protective equipment to be provided by the Agency and follow all safety instructions written, verbal or implied. Company may disallow from the duty for the shift if any of the personnel deployed fails to observe the safety guidelines/does not wear safety equipment, Company would have no liability for any loss or untoward incident arising out of such negligence and for such act the Contractor would be solely responsible to meet all fall-outs including legal and

financial ones, if any. Suitable personal safety equipment for such purpose would be arranged by Contractor.

**11.0 Responsibility for Theft/Loss of Company's Property:** In case of any theft / loss/ pilferage of Company's property where employees of the Agency have been deployed for working purpose, detailed enquiry will be conducted by the company. If negligence on the part of those employees are found, the Agency shall have to accept the liability of loss assessed by Balmer Lawrie & Co Ltd. and it will be recovered from the Agency. The amount is to be deposited by way of Demand Draft in Company's account.

**12.0 Indemnity:** The contractor shall indemnify the Company from all liabilities and responsibilities of all contract employees to be employed by the contractor at Company's premises including their necessary license/permission etc. from competent authorities. The Company shall have no liability whatsoever concerning the persons/security staff deployed by the Agency for the purpose. The Agency shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of contract employees by them during the entire run of the contract. In case the contract employees deployed by the Agency resort to any litigation in any court for any reason or raise an Industrial Dispute, the Agency shall be solely responsible towards the verdict of the court, at its own cost. The Agency is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against BL and BL is entitled to deduct the sum from the pending or future bills of the Agency.

**13.0 Personal Protective Equipment (PPE):**

- Workmen of Contractor would have to abide by the factory Safety and Security regulations and entry inside the factory would be only against authorized Gate Passes.
- In case the contractor fails to provide uniform, safety shoe & other requisite PPE the same shall be provided BL & the cost incurred for that will be deducted from the Contractor's bill.
- Uniform: The Agency shall provide two sets of Uniform for each year to its personnel at its own cost. **The Uniform to be provided to the contractual employees should be made by Khadi material.** The Agency shall ensure that while on duty each and every personnel presents himself in proper uniform. The illustrative list of uniform (2 sets each year) to be provided is given below:-
  - (a) Safety Shoes -Black.
  - (b) Nylon Socks -
  - (c) Shirt (Good Quality)
  - (d)Trousers (Only Khadi material)
  - (e) Winter Jacket (One Set Each Year)
- Ladders and scaffoldings (if any) shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. The job needs to be carried out within factory timing (shift timing / general shift) or as required by BL.

**14.0 Identity Card :**

The Agency shall issue Identity Cards to all his staff on duty at our premises at its own cost and duly countersigned by the authorized representative of the Agency. The

Agency shall strictly abide by the Security Rules and Regulations enforced by the Company from time to time.

#### **15.0 Provisions for Micro, Small Enterprises (MSE):**

**Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.**

- a) Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

#### **Qualification Criterion for MSE's for availing the above benefits:**

- a. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.
- b. The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.
- d. This order is not split able. Hence MSE price preference is not applicable.

Bidder should read **Government Notification dated 1<sup>st</sup>, June'2020 in respect of "New Definition of MSE" as under** before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

### **MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES NOTIFICATION**

New Delhi, the 1st June, 2020

**S.O. 1702(E).**—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

(ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

**13.1 Preference to Make in India Policy – Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India.**

Further the above referred Order defines 'Local Content, "Class -I local supplier" and "Class II local supplier" as under:

**"Local Content"** means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

**Class – I local supplier** – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

**Class – II local supplier** – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50 %, as defined under this Order.

**Vendor should note that only "Class I Local Service Provider" are eligible to bid in this tender.**

In view of above guidelines, **you are required to provide self-declaration in the following prescribed format duly stamped and signed by authorized signatory.** Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

**Verification of local content**

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

Sl No	Service(s) Description	Percentage of local content in your service(s)

**16.0 Terms and Conditions of Contract**

**Period of Contract**

The contract period shall be 24 months from **1<sup>st</sup> October 2020 – 30<sup>th</sup> September 2022.**

**17.0 Site Visit/ Inspection**

The interested bidders may visit our Plant for clear understanding of the nature of job. Such visit to the Plant should be made [as per address given above] during normal



working hours with prior appointment with **Sri. Arnab Ghatak, Sr. Manager [SCM]**. The person(s) visiting our factory for inspection must bring a letter of authorization from the Organization they represent.

#### **18.0 Earnest Money Deposit (EMD) and Security Deposit (SD)**

Tender must be accompanied by **EMD of Rs 12,000/- (Rupees Twelve Thousand Only)** by Bank Draft or Pay Order drawn in favour of "Balmer Lawrie & Co. Ltd." payable at Kolkata. No interest will be payable on EMD. Offers not accompanied with EMD will not be considered. Payment by cheque will not be accepted. The EMD will be returned to unsuccessful bidder within 15 days of placement of order. The EMD of successful bidder shall be retained till the submission of SD. Micro & Small-scale Vendors registered under MSE are exempted for submission of EMD amount.

#### **19.0 Security Deposit (SD)**

The successful contractor shall submit interest free SD of 5% of the order value rounded off to the nearest thousand subjects to a minimum of Rs. 25,000/-, by a Pay Order / Demand Draft or by a Bank Guarantee from a Schedule "A" Bank towards the satisfactory execution of the order. The SD shall be furnished within 15 days from the date of order. In case of failure to furnish SD within the stipulated time, BL shall be entitled to terminate the order and forfeit the EMD without further reference to the bidder.

#### **20.0 Price**

- In E-Bid format Bidders need to quote total 24 months Basic Value of all the services/scopes, as mentioned in Annexure I (Excluding GST amount).
- The rates quoted should be strictly as per Price Schedule [Annexure-I] net off all taxes & duties.
- The E-Bid value should be identical with Annexure I total Basic Value.
- The rates once finalized shall remain firm till the execution of order and no escalation in price will be considered for any reason whatsoever.
- After filling all the mandatory fields, upload the scan copy of Annexure-I.

#### **20.0 Jurisdiction**

Any dispute relating to the execution of contract amended under this tender will be under the jurisdiction of Kolkata High Court.

#### **21.0 Payment Terms**

The payment shall be made on monthly basis and within 15 days of submission of monthly bills with copy of statutory documents like PF Challan, copy of valid WC Policy / ESI and / or any other document required to fulfil the statutory requirement. BL in course of the contract may ask any further documents and the contractor is binding to submit the same.

#### **22.0 Validity**

The offer shall remain valid for a period of **60 days** from the due date of the tender.

#### **23.0 General Clause**

BL reserves the right to award the contract to one or more parties and is not bound to accept the lowest offer. BL also reserves the right to reject any or all offers received, without assigning any reasons whatsoever.

Labour/Workmen of Contractor should abide by the factory Safety Security regulations and entry inside the factory would be only against authorized Gate Passes.

The successful bidder will ensure that any labour working in the plant premises is duly registered ESI and Provident Fund benefits. Necessary undertaking would be submitted by successful bidder along with acceptance of order.

## **24.0 Arbitration**

### **Dispute Resolution, Governing Law and Jurisdiction**

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

undefined: All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to **Arbitration**. The procedure of the **Arbitration** shall be governed under the **Arbitration** and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The **Arbitration** proceedings shall be conducted in English language. The Seat of **Arbitration** shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

## **25.0 Termination of Contract**

In the event of unsatisfactory performance, BL reserves the right to terminate the contract without any notice. In this eventuality the Security Deposit will be forfeited.

## **26.0 FORCE MAJEURE**

Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

- Declared Strike / Bandhs
- Lockout/ Lock Down
- Natural Calamities
- Decrees of any Government or Governmental Authority.
- Revolution
- Wars

- Acts of enemies of the state.
- Riots
- Pandemic/ Epidemic

Any reason other than the above will not be considered as force majeure condition.

As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

## **27.0 Basis of Selection**

The selection of L1 bidder will be done based on the Total Landed Cost quoted for all the three groups of services [As mentioned in Annexure I]. Therefore, the bidder has to quote their rates for all the group of services. Failing which their offer will not be considered for final evaluation.

## **28.0 GST Formalities and compliance with Regulations**

Bidder shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor agreements, working conditions and technical codes and requirements as applicable from time to time. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit.

***"The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor."***

## **29.0 Tender Cancellation**

The tender may be cancelled due to any unforeseen / unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of BL and BL is not liable to provide any reason to the applicants for the same.

## **30.0 Conditions for online bid submission**

### **Procedure for Bid Submission**

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place at <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the e-Procurement web

site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

**Note: Bidder need to quote total Value (Only Basic Value) of work in online bid and detail of work (Rate & quantity wise shall be incorporated in Annexure I & upload the same in E-portal)**

**Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

**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.

M/s C1 India Pvt Ltd.  
C104, Sector 2 Noida-201301

Contact person :

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**Submission of Hard copies:**

After submission of bid online, the bidders are requested to submit the demand drafts /Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of the online bid. The bidder shall furnish the original DD / Bank Guarantee and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder may be liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

**Corrigendum to tender:**

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's 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.

**Bid Submission Acknowledgement:**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

For **Balmer Lawrie & Co. Ltd.**

**Subhadeep Karmakar**  
**Jr. Officer (Stores & Purchase)**

### **Submission of E-bid & Evaluation of Offer**

- Bidders are requested to submit total 24 months value excluding GST [Monthly value of total 11 types of Jobs] x 24 – (Annexure I) in E-bid & upload Annexure I & II after duly filled in all respect.
- Selection of contractors shall be done on the basis of L1 vendor appearing in all the groups in totality. Selection of successful bidder shall be done on the basis of lowest rate in totality.

**Price Bid Format**

<b>Sr. No</b>	<b>Job Description</b>	<b>Unit</b>	<b>Approx. Qty. [Nos./ month] A</b>	<b>Rate Rs./unit B</b>	<b>A X B</b>	<b>GST [Rs/Unit] C</b>	<b>Total Amount [ per month] D=(AxB)+(CxA)</b>
1	Shifting and stacking of filled barrels in 3 tier	Drum	5000				
2	Loading and unloading of filled drums from / to the truck	Drum	750				
3	Loading and unloading of filled pail to / from the truck	Pail	1500				
4	Stacking of filled cartons on trucks [upto 250 cartons]	Truck	5				
6	Loading, unloading and stacking of 18/20/26 Kg/Litr /HDPE Jar [Filled]	Jar	1500				
7	Re-arranging empty containers/shifting and stacking on mezzanine floor [7 Kg/7.5 Lts and above]	Pail	1000				
8	Re-arranging /unloading and stacking of caustic soda/lime/graphite/lithium hydroxide	Bag	1500				
9	Loading / unloading and stacking of 50 Kg bags	Bag	500				
10	Shifting and stacking of 18/25 Kgs, 10/15/20 Lts. Pails	Pail	1500				
11	Stacking of filled barrel in truck in second layer	Truck	15				
	<b>Total of A x B</b>						
	<b>(D)Total Amount [per month] Basic + GST</b>						
	<b>(D x 24) Total Amount [ for 24 months]</b>						

**Price Justification**

		Formula	Amount (Rs.)	Remarks
A	Estimated number of workers considered for aforesaid jobs per day			
B	Wages [Rs/worker per month]			
C	Total Wages [Rs per month]	<b>C= AxB</b>		
D	ESI & PF Contribution [Rs/worker per month]			
E	Total ESI & PF Contribution [Rs per month]	<b>E=AxD</b>		
F	Bonus [Rs/worker per month]			
G	Total Bonus [Rs per month]	<b>G=AxF</b>		
H	Profit [Rs per month]			
I	Total monthly billing [Rs per month]	<b>I=C+E+G+H</b>		

**Note :**

1) The rates should be inclusive of all charges including incidental and administrative expenses and BL should not be dragged into any such issue during the entire contract period.

2) In e-bid, the bidders are required to enter value excluding GST for Two Years [(D x 24) as per Annexure I] and value quoted in E-proc must be same with Annexure I total Value (Excl: GST)