



# Balmer Lawrie & Co. Ltd.

(A government of India Enterprise)

P-43, Hide Road Extension, Kolkata-700 088.

(Unit-ARL, Kolkata)

Phone- (033) 2450 0181, Fax- (033) 2439 2277, E-mail : [Chattopaddhyay.s@balmerlawrie.com](mailto:Chattopaddhyay.s@balmerlawrie.com)

## Limited Tender Enquiry

Tender No: GLK/TE20/125

Date: 29.09.2020

Due: 12.10.2020 up to 15.00 PM

**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.**

**Sub: Repairing & Renovation of False Ceiling & LED Lamp Fitting of Ground Floor and First Floor of A R L being damaged in Amphan Cyclone at P-43, Hide Road Extn., Kolkata - 700 088.**

**Online offers** are invited from the competent and experienced vendors in the field with technical and financial capabilities for the subject jobs as per following table of contents-

- 1.0.0 General Terms & Conditions
- 2.0.0 Preference to Make in India Policy-Local content
- 3.0.0 Procedure in participation of bid
- 4.0.0 Health, Safety & Environment (HSE) terms & conditions
- 5.0.0 Dispute, Resolution, Governing Law and Jurisdiction
- 6.0.0 Tender Cancellation
- 7.0.0 Price Schedule

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,  
For Balmer Lawrie & Co. Ltd.

Dr. Somnath Chattopaddhyay  
Sr Mgr ( R &D)

[GLK/TE20/125]



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## **1.0.0 General Terms & Conditions:**

1.1.0 All Vendors/Contractors are requested before filling up, the complete Tender Specification should be read properly. If the tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Shri S Murali  
Associate Vice President [ R & D ]  
Balmer Lawrie & Co. Ltd.,  
P-43, Hide Road Extension, Kolkata-700088,  
E-mail- [Murali.s@balmer](mailto:Murali.s@balmer) Lawrie.com  
Phone No: 033-24500178

- 1.2.0 Tenderer may **visit the site** and get them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal of unwanted material.
- 1.3.0 **The bidder shall not be allowed to deviate from their scope of work as mentioned in the Price Bid of this tender and in such deviation case their offer shall be rejected. For example if a vendor quoted for all the item as per scope of work or price schedule except one item say painting, in that case their offer shall be rejected.**
- 1.4.0. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 1.5.0 The vendor is not allowed to give any “subcontract’ without proper justification and approval of BL.
- 1.6.0 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.
- 1.7.0 **Job completion Period:** The expected completion period of entire should be **One Month** from the issue date of Purchase Order (PO) or LOI whichever is earlier. However, the early completion period for the job(s) would be preferred.
- 1.8.0 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **qualified vendor**, whose total price of entire job **stands lowest**.
- 1.9.0 **Jurisdiction:** - All disputes are subject to Kolkata Jurisdiction.



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- 1.10.0 **Guarantee Period:** - Vendor shall guarantee against any and all defects in design, workmanship, materials and performance for a period of **twelve (12) months from the date of commissioning**. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the 'vendor' and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.
- 1.11.0 **After Job:** - Bidder shall have to specify the contact details of local service person to provide after sales service facility incase required in future any repairing job.
- 1.12.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:
- 1.13.1 Failure to complete the required supply/job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.
- 1.14.0 If any damage is caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.15.0 **Job site, working days & hours:** - All work required to be carried at BL's site shall be done only during working days between 8:30 am. To 5:00 pm (timing may be relaxed if required). The job site will be provided by BL immediately from date of issue of LOI/PO to the successful vendor for the job.
- 1.16.0 **Offers & Enclosures:** The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However, BL shall maintain the confidentiality for the submitted documents.
- 1.17.0 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 1.18.0 **Tender Response date & time:** Since the tendered job is of urgent nature, kindly response within the due date as no due date extension may be given (subject to management discretion & nos. of bid received).
- 1.19.0 **Payment terms:** 100 % of PO value within 30 days from date of submission of duly certified Bills.
- 1.20.0 **GST Clause - *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***



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## **2.0.0 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.

**Non - Local supplier'** means a supplier OR service provider, whose goods, services or f works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

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

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate duly signed by authorized person of your company letter head regarding the percentage of local content of the item (s). 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**

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. 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	Item(s) Description	Percentage of local content in your product

## **3.0.0 Procedure in participation of Bid:**

### **3.1.0 CONDITIONS FOR ONLINE BID SUBMISSION**

#### **Procedure for Bid Submission**

The bidder shall submit his response through bid submission to the tender on eProcurement 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

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qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement 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 eProcurement 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.

#### Registration with eProcurement 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 eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement 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:

1. Mr. Tirtha Das(Kolkata)	<a href="mailto:tirtha[dot]das[at]c1india[dot]com">tirtha[dot]das[at]c1india[dot]com</a>	+91-9163254290
2. Mr. Partha Ghosh(Kolkata)	<a href="mailto:partha[dot]ghosh[at]c1india[dot]com">partha[dot]ghosh[at]c1india[dot]com</a>	+91-8811093299
3. Mr. CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu[dot]manisankar[at]c1india[dot]com">chikkavarapu[dot]manisankar[at]c1india[dot]com</a>	+91-8939284159
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala[dot]shimpi[at]c1india[dot]com">ujwala[dot]shimpi[at]c1india[dot]com</a>	+91-022- 66865608

#### 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 Techno-commercial /Unpriced 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 is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

#### 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

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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.

## Disclaimer Clause:

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

## 4.0.0 Health, Safety & Environment (HSE) terms & conditions:

- 4.1.0 Proper safety precautions and measures to be taken care of on the principle of “**Safety comes first**” during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 4.2.0 Care shall be taken to provide and maintain the **safety measures and statutory safety rules** and act in force **by contractor**
- 4.3.0 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000mm high. **All scaffolding materials should be of MS tubular type.**
- 4.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 4.5.0 The portable tools should be of fiber body, and double insulation.
- 4.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 4.7.0 All lifting tools and tackles should have valid test certificate.
- 4.8.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -

**Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises

**Work at Height permit** : if any job to be done above 6 ft height

**Work at confined Space** : if have to work inside the any tank or kettle & duct in the premises.

No person will be allowed to work in the premises without work permit & absence of site supervisor.

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- 4.09.0 **Security & safety of Contractor's persons:** Contractor will have to make all necessary arrangements for security & safety of his persons and material at work place like providing safety belts, shoes, helmets & other PPE as required, proper illumination of work place and necessary security arrangements, etc.
- 4.10.0 **Site safety:** During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ color tapes/ caution boards for smooth execution of the same.
- 4.11.0 **Site cleaning after work:** The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost otherwise @ 1% per complaint shall be recovered from the bills.
- 4.12.1 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning their name, father's name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.
- 4.12.2 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.
- 4.12.3 Within the BL's premises, the contractor or Contractor's personnel shall not do any private work other than their normal duties.
- 4.12.4 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 4.12.5 Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, safety equipment etc. required to carry out job at his cost.
- 4.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 4.12.7 In the event of any accident occurring during work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred hereon will be borne entirely by the tenderer/contractor.
- 4.13.0 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 4.14.0 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; BLCL may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for each non-compliance, up to a cumulative limit of three @ 3.0%, 6% and 10 % of Contract against the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> non-compliance respectively during the contract period. This penalty shall be in addition to all other penalties specified elsewhere in the contract. More than 3 non-compliance within the contract period may lead to stoppage work, cancellation of vendor registration or blockage of vendor code for a certain period shall rest as per discretion of BLCL.

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## **5.0.0 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.

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.

## **6.0.0. 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.

Offers received from related companies (definition of related companies as per Company Act of 1946 shall apply) shall be considered as one offer.

Thanking You

Yours faithfully,  
For Balmer Lawrie & Co. Ltd.

(Dr. Somnath Chattopaddhyay)  
Sr Mgr ( R &D)

Balmer Lawrie & Co. Ltd  
SBU-Grease & Lubricants,  
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## 7.0.0

### Price Schedule

SN	Description	Unit	Qty.	Rate	Amount
1	Dismantling of False Ceiling and removing the same as per direction	Sft.	2400		
2	Suppling, Fitting, Fixing of Gypsum board 12.5 mm thick (India Gypsum , Saint Gobian or equivalent make ) false ceiling with G.I framework as required , finished with jointing	Sft	1300		
3	Suppling , Fitting , Fixing of Armstrong make 15 mm thick Dune with micro look edge 600 x 600 mm tiles with Silhouette Section complete in all respect	Sft.	1000		
4	Supply and fixing of Aluminum Composes	Sft.	300		
5	Removing and refixing of light fittings including required wiring with 2x1.5 sq.mm + 1x1.5 sq.mm Cu wire in 20mm PVC conduit complete in all respect	nos.	40		
6	Removing laying and refixing of 50 mm thick glass wool fter changing of damaged PVC cover as required complete in all respect	Sft.	2000		
7	Supply and fixing of Light fittings recess type 28W LED ( 2'-0" x2'-0" ) - Philips make	nos.	25		
8	Supply and fixing of recess type 12-18W round LED Light Fittings	nos.	20		
9	To fill the hole of boundary area and ensure of movements of Rats should be stopped	1	L S		
10	To stop Rain Water from upper surface and ensure to fill the entire boundary Surface concreted so that no rainwater pouring inside the false ceiling.	1	L S		
11	To fill the hole of boundary area and ensure of movements of Rats should be stopped for the <b>GROUND FLOOR</b> and to clean the entire false ceiling and refitting.	1	L S		



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	Quoted Rate				
	GST %				
	Total				

The above quantities are indicative only, it may vary as per actual requirement. However, for calculation of contact value, the tolerance will be considered up to  $\pm 10\%$ .

The Vendor must ensure that same design, color and looks is maintained in the damaged portion with overall uniformity with other region of undamaged portion of the False Ceiling Work as well as the building.

Note: Disposal of all rubbish generated during execution of this job will be under responsibilities of the contractor and must be done as per Established Environment & Legal requirements.