



**BALMER LAWRIE & CO. LTD.**  
**TEMPERATURE CONTROLLED WAREHOUSE**

*Plot no.5 & 13 (P)*  
*IDCO Industrial Estate*  
*Chhatabar, Khurda Dist.*  
*Orissa- 752054.*  
*Mobile No 9866400155,*  
*E-mail: choudhary.rr@balmerlawrie.com*

**CIN-LI5492WB1924GOI004835**  
**e- TENDER NO: BL/LI/TCW-Bhubneshwar/21-22/001**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**  
***[Providing Security Services at TCW Bhubneshwar, Orissa ]***

**DUE DATE & TIME: [ 03/05/2021 at 5.00 pm ]**

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### **NOTICE INVITING E-TENDER**

On line bids are invited from the reputed & experienced security agencies, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions”, for undertaking the subject contract for **[providing Security services at Temperature Controlled Warehouse at Bhubneshwar, Orissa ]**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of their credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	Providing Security Services at Temperature Controlled Warehouse at <b><u>Bhubneshwar, Orissa</u></b>
2	Tender No	<b>BL/LI/TCW-Bhubneshwar/21-22/001</b>
3	Validity Of Offer	90 days from the due date of tender.
4	Contract Period	<b>One Year.</b>
5	Tender Fee	<b>Nil</b>
6	<b>Bid Security Declaration</b>	<b>Bid security declaration ( This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by bidder</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>24/04/2021 at 5.00 PM</b>
	b. Closes on	<b>03/05/2021 at 5.00 PM</b>
8	Opening of Tenders	<b>03/05/2021 at 5.30 PM</b>

#### **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. :

- a. 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.
- b. 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 two 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 in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Blacklisted, EMD could be forfeited, work could be cancelled, and criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

**SPECIAL INSTRUCTIONS TO THE BIDDER 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 bid security declaration as per format enclosed herewith tender document. . **MSME/ NSIC vendor are required to 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 MSME's order 2012**

The physical original documents should reach our following address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

**Kind Attention – Rakesh R. Choudhary,  
Balmer Lawrie & Co. Ltd.  
Container Freight Station,  
Plot No. 1, Sector -7,  
Dronagiri Node,  
Navi Mumbai, Maharashtra - 400707  
Contact No. +91 9866400155**

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.

HELPPDESK 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.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport[at]c1india[dot]com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

2.

#### 2.1 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.

### 3. 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 any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- **The bidder has to download the price bid attached herewith in excel format, fill the relevant details and upload the same in PDF Format after putting stamp and sign.**

**4. Filling of Tender Documents**

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

**SCOPE OF WORK**

1. The Security agency will be responsible to execute, fulfil and discharge the work and obligation to the entire satisfaction of the company.
2. The security agency will provide adequate trained Ex-serviceman Personnel and /or trained civilian guards who are trained in security services as required by the company.
3. The minimum age for Security Guards should be in the range of 25-45 Years.
4. The Security Personnel should have good physique.

5. The Security Agency has to ensure that Uniform and Kit inclusive of a badge displaying the name of the individual is distributed to all the security personnel and all staff and the guards are smartly dressed at all times.
6. The Security agency shall be responsible to execute, fulfil and discharge the work and obligation to the entire satisfaction of the company compulsorily fulfilling the criteria mentioned above.
7. Qualifications and experience of personnel of those deployed are required to possess minimum qualification and experience as given below to meet the terms of contract and to ensure efficient discharge of the functions/ duties.

Minimum Qualification	Minimum Experience
The personnel should be minimum 10 <sup>th</sup> Standard passed.	Two years as Security Guard. General Assignments – Can make entry of all the goods incoming and outgoing, can handle the traffic during the peak hrs, to keep watch on visitors and suspected intruders and prevent and take action on theft attempts

**The relaxation in age/ qualification/ experience may be considered as per discretion of the company.**

8. Your offer for the security services shall be in line with the Minimum Wages in Employment of Watch and Ward declared by the Ministry of Labour, Government of Orissa , applicable for security personnel in the particular area. **(Please attach a copy of the notification on rates notified on Minimum Wages applicable for security personnel notified by the Ministry of Labour & Employment, Government of Orissa, along with the offer).** No escalation of rates will be entertained within the contract period other than which is admissible as per statute.
9. The services are required round the clock i.e. for 24 hours and 7 days a week. The security agency should always ensure manning of all posts and maintaining services at all the time.
10. The rates quoted in the Price Bid shall be firm during the period of contract for Twelve Months (12) other than the Basic and DA rates which are liable to modification as per the rates notified

by Govt. of Orissa on Minimum wages applicable for security personnel. **The quoted rates should be in line with Minimum wages applicable at the time of bidding.**

11. The approximate number of security personnel required for the Temperature Controlled Warehouse Bhubneshwar, Orissa is as per the following,

Sr. No.	Designation	No. of Personnel Required
1.	Security Guard	2 Nos. on each shift of 8 Hrs.

The above number may vary during the period of contract. The security agency shall provide extra security personnel as desired by the company at the factory premises on 48 hours of notice. Security guard will be on rotating shifts.

12. Personnel to be deployed are necessarily required to be well trained/ experienced in all respect to perform security services effectively such as safety/ frisking/ checking of vehicles/ identifying hidden weapons/ communication on conventional and latest systems and also related emergency services such as fire/ flood / electrical, etc., to protect the property and employees/visitors in the company premises, they should also be fully aware about the necessary documentations for entry and exit of visitors, goods and vehicles, they should prepare each day report and show it to the plant head every day in the morning. They should also be responsible for safety of the entire facility during the execution of works.
13. The company will have privacy of contact with the Security agency only and will give instruction to them only and will have nothing to do or have any concern with Guards/ Supervisors conditions governing their employment with the security agency.
14. The company will pay the monthly security service charges within 21 days of submission of the bill by the security agency. Notwithstanding the above, the agency will be required to make payment of wages to their staff engaged in our premises within the stipulated due dates prescribed by the statute and submit the documentary evidence along with the bill.



15. The company shall not provide any Housing/ Residential accommodation to the personnel deployed by the security agency and the company shall not bear/ reimburse any expenses in connection with the same.
16. The security agency will be required to abide by all statutory matters including adherence to the rules framed for running security agency in the particular area of operation of our country and /or any notification on the subject. The security services shall be effecting payment to the security guards and supervisors such wages / salary per month which will not be less than the minimum wages stipulated by the appropriate government.
17. The Security agency should submit all statutory returns and provide proof thereof to the company. They must have all the Statutory Registrations like Service Tax, PF, ESIC/ Workmen's Compensation Insurance, and other applicable Labour laws. In case, the area is not covered under ESIC, all persons employed by them shall be covered under comprehensive workmen's compensation insurance.
18. As a prime requirement, the security agency shall have a responsible person who will be authorized to take spot decision and also accessible since security services being sensitive in nature. The address, name of contact person with phone/mobile, should be clearly mentioned.
19. The security agency shall be responsible for any theft/pilferage/damage of the company materials, properties or any other incidents involving security or any default of the implicit purpose for which they are engaged. The Security agency will also inform the authorized personnel of the company immediately of any untoward happening and also submit a detailed report and do the necessary follow-up.
20. The Security Agency will indemnify the company, its officers, employees and workmen against any loss or damage to property or otherwise by reason of any act or omission or negligence on the part of the personnel deployed by them and shall make good such loss or damage.
21. The Security agency shall ensure that the Security personnel's are in proper uniform, and are provided with raincoats, boots, gumboots, whistles, torches, batons etc., as required for efficient discharges of their duties. It is to be ensured that the uniform and badges provided to the guards/ security personnel are to be worn and the security staffs are smartly dressed at all times.

22. It is the responsibility of the security agency for proper supervision and control of personnel deployed by them. Security Agency shall ensure that the Security personnel are disciplined and sober and shall not in any manner cause any nuisance, interference, annoyance to the company, its business or work of its officers, employees, workmen, customers etc. In case of unsatisfactory conduct, behaviour etc., by any of its personnel, the same shall be dealt with proactively by the agency.
23. The Security agency will ensure proper manning of the gates/ premises of the establishments so as to ensure that no unauthorised person enters the premises and the persons with valid gate pass are only permitted. They will do proper noting in the "Gate in Register" of all vehicles entering the premises. Physically verify that empty vehicles leaving the premises are not carrying unauthorised goods. They should do proper noting in the "Gate out Register" giving details of the vehicle leaving the premises.
24. The Security Agency shall ensure that full strength of personnel's is maintained at all points in time, all personnel engaged should have adequate training in firefighting and first aid service and should make themselves available to meet any emergency/contingency service at any point of time.
25. The Director or Branch Manager or Area Manager or authorized representative of the security agency shall visit the unit at least once a week and personally supervise the personnel posted by them and report to the authorized officials of the company about the same and satisfy the same. They will also carry out such night checks in a routine manner and keep the company informed about details of such checks.
26. The guards or any other person deployed by security agency shall not under any circumstances be treated or claimed to be treated as an employee or servant of the company and shall not have any claim of any nature whatsoever on the company.
27. The security agency shall adhere to the rules framed by the company from time to time.
28. The agreement or contract can be terminated earlier by either party by giving three calendar months notice to the other side. However, the company reserves the right to terminate the contract forthwith in case of serious breach of contract and the decision of the company will be binding, in which case the security deposit amount will be forfeited.

29. On termination of the contract, the security agency shall ensure prompt withdrawal of their personnel/ employees deployed by them from the company's premises and shall ensure peaceful handover of the charge of security arrangements back to the company or to such personnel / organization as may be directed by the company. Any violation of this will be viewed seriously by the company and will be considered as a breach of trust / agreement. The company in such an event will be at liberty to take such course of action it deems fit and the presence of any personnel of the security agency at the premises of the company will be considered as trespass.
30. The Security agency should also carry out Fire Hydrant water line testing on weekly basis, Firefighting training/testing on monthly basis and also mock drills on quarterly basis through qualified inhouse or external trainers within their own cost and expenses. The attendance details, reports and training records for the same should be submitted to the authorised officials of the Company within 2 days from the date of such events.
31. The company will have privacy of contact with the Security agency only and will give instruction to them only and will have nothing to do or have any concern with Guards/ Supervisors conditions governing their employment with the security agency
32. The price bid shall be considered only if the tender is qualified under the technical bid. All the decisions of the company in this regard shall be final.
33. Balmer Lawrie & Co. Ltd. reserves the right to accept/ reject any of the bids at its sole discretion. Incomplete and conditional tenders are liable to be rejected.

## **GENERAL TERMS & CONDITIONS**

### **1. ELIGIBILITY CRITERIA**

The tenderers should meet the following eligibility criteria:

- i. Agencies having minimum three years' experience in providing security services.
- ii. Agency Should hold license under The private Security Agency (Regulation) Act 2005 to run the private security agency in the state of Orissa.
- iii. Submission of Bid Security Declaration as per format enclosed herewith in tender document.
- iv. Minimum Average Turnover of Rs. 5 Lacs per year for the last three years.

- v. Should comply with minimum wages notified by the Ministry of Labour & Employment, Govt. of Orissa applicable for security personnel. Undertaking in this regard is to be submitted
- vi. Agency should have GST Registration number.
- vii. The agency should not be blacklisted from any PSU/ Government Institutions. A self-declaration is required to be furnished by the bidder in this regard.

## **2. Submission Of Bids**

The bid is to be submitted in a single bid process i.e. Technical/ Commercial Bid with Price Bid together. In the price bid, the rates are to be submitted as per the given format only.

## **3. Tender Opening**

Unpriced and price bid will be opened as per tender calendar.

## **4. Acceptance of offers**

- a. Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- b. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- c. Balmer Lawrie 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.
- d. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

## **5. Negotiations**

- a. Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- b. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

## **6. Notification Of Award**

Prior to the expiry period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

**7. Contract Period**

The contract will be for a period of [12 months effective from date of issue of LOI/wo] or such date as may be mutually agreed. On satisfactory performance during the initial contract period of [12 months], the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions.

**8. CONTRACT PERIOD / TERMINATION OF CONTRACT**

The contract will be for a period of 1 year. The Company reserves the right to terminate the contract by issuing one month's notice for termination. In case of any breach of contract, serious criminal act on the part of selected contractor and/or his employees, and any such acts, the Company shall have the rights to terminate the contract immediately without any notice. On completion of the initial period of Contract, the contract may be extended, on the sole discretion of the company, for an additional year on existing terms & conditions to be confirmed in writing.

**9. VALIDITY**

Offers must be valid for 90 days from the due date of tender.. The rates quoted by the tenderers once accepted by the Company shall be valid and firm during the tenure of entire contract period of 1 year.

**10. QUOTING OF RATES / TAXES**

Rate shall be quoted as per the Price Bid Format. Applicable GST shall be mentioned separately as mentioned in the attached format.

**11. SECURITY DEPOSIT**

The successful bidder shall be required to submit within 10 days of issue of LOI/PO, security deposit of 3% of the contract value by way of Demand draft / irrevocable BG as per our format. No interest will be payable on security deposit. Failure to submit security deposit shall entitle Balmer Lawrie to reserve the right to cancel the order without recourse to the bidder. The SD shall be refunded after completion of the contract period. In the event of breach of contract, the SD is liable for forfeiture.

**12. TERMS OF PAYMENT**

Payment shall be made within 21 days from the date of submission of monthly bills subjected to submission of satisfactory proof of remittance of relevant ESI/PF, etc. in respect of personnel deployed by the contractor and clearance from the officer in- charge. Approximate tax, as applicable from time to time shall be deducted from the bills as per the statutory regulations.

**13. 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
- f. The payment of wages act, 1936
- g. The payment of Bonus Act, 1965

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 Contractor is required to submit copy of the last month ECR of EPF/ESIC along with the BL undertaking duly signed by him to get the payment released by BL.

Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor

**14. GENERAL SAFETY, SECURITY & OTHER REGULATIONS:**

The laid down safety and security rules and regulation of BL shall have to be adhered to. The tenderer shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipments. All entry / exit permit for vehicle, equipment, men and material shall be arranged by the tenderer without any extra cost. The selected contractor shall comply with the provisions of the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, ESI, PF, Bonus, Gratuity, etc. or any other Acts/Rules, which are applicable as per the Statute, in respect of the workmen/personnel employed by him. The contractor should conduct annual medical tests for all his staff working inside the canteen and should obtain fitness certificate from a medical practitioner / doctor.

**15. 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.

#### **16. Indemnity & General Safety**

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 equipments if any 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.

#### **17. Termination**

The contract can be terminated by either party by giving 3 (three) 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.

#### **18. 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.

## **19. 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***

## **20. Manpower :**

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 the premises.

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

## **21. SPECIAL INSTRUCTION**

In case of any query/clarification, the tenderer may contact our Mr. Rakesh Choudhary, Head (TCW) [Phone : Mobile : 9866400155]

## **22. 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 vender) vender subject to matching with L1 price of non MSE vender.

***Note : This is no split tender.***

### **23. 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.

### **24. 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. 1<sup>st</sup> 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/TCW-Bhubaneswar/21-22/001 dated 24.01.2021 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**

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



**BALMER LAWRIE & CO. LTD.**  
**TEMPERATURE CONTROLLED WAREHOUSE**  
Plot no 5 & 13 (P)  
*IDCO Industrial Estate*  
*Chhatabar , Khurda Dist.*  
Orissa- 752054.

**PART- B : PRICE BID**

Particulars	SG	Amount
Min Wage & DA		<b>343.4</b>
<b>Total wages</b>	<b>26</b>	8928
HRA	<b>5%</b>	446
PF	<b>13%</b>	1161
ESI	<b>3.25%</b>	290
Bonus	<b>8.33%</b>	744
Leave Wages	<b>19.6 days</b>	561
PMJJBY	<b>330 p.a</b>	28
PMSBY	<b>12. p.a</b>	1
Uniform Cost	<b>3%</b>	268
Uniform Washing Allowance		200
<b>Total wages</b>		<b>12627</b>
Reliever Charges -(1/6)	16.67%	<b>2105</b>
<b>Total</b>		<b>14732</b>
Service Charges		
<b>G Total</b>		<b>14732</b>
For 6 Guards [per month]		
For 6 Guards [per year]		
GST		
GRAND TOTAL		

**Attachment -1**

**Bid Security Declaration Form**

Date: \_\_\_\_\_  
Tender No. : \_\_\_\_\_

To,  
Balmer Lawrie & Co.Ltd  
Plot no.1 Sector-7,  
Dronagiri Node, Navi Mumbai -400707

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

**Balmer Lawrie & Co. Ltd. Temperature Control Warehouse, [Bhubneshwar, Orissa ]**  
**Tender No : BL/LI/TCW-Bhubneshwar/21-22/001 Dt.24.04.2021**