

*E-TENDER NO : BL/AS/MAN/MANPWR/LT/201819/0005 DATED 26.05.2018 DUE ON : 11.06.2018*

NOTE : ALL PAGES TO BE SIGNED WITH DIGITAL SIGNATURE BEFORE e-TENDER SUBMISSION

**BALMER LAWRIE & CO LTD**

**Human Resource Department**

**Manali, Chennai 600 068**

**Phone : 25946500**

**TENDER FOR DEPLOYMENT OF MANPOWER FOR DRUM OPERATIONS  
SERVICES AT TSCs**

TENDER CLOSING TIME & DATE : AT 1400 HRS ON 11.06.2018

TENDER OPENING TIME & DATE : AT 1500 HRS ON 11.06.2018

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**BALMER LAWRIE & CO LTD**  
**32 Sattangadu Village, Manali, Chennai 600068**  
**Phone : 25946500**

Ref :

To : All interested parties

Sub : Tender for deployment of manpower for providing Drum operations service on job contract basis, at our Technical Service Centres at Ranipet, Ambur, Kanpur and Kolkata

1. We are enclosing one set of documents forming part of above-mentioned tender. This is an e-tender. Details of the tender are given in the Notice Inviting Tender.
2. We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respect must be uploaded in the prescribed manner on our e-tendering portal : <https://balmerlawrie.eproc.in> on or before : 11.06.2018 at 2 pm
3. Earnest Money Deposit (EMD) : Rs 3000/-
4. Bidders are requested to go through the 'bidders manual' available in the homepage of the Balmer Lawrie e-portal, to have a clear understanding of the steps to be followed for bid submission. The bidder manual is for general reference only and the tenderers have to abide by the terms and conditions of this tender.
5. Tenderers must note that Balmer Lawrie will not be responsible for delay in submission of online tender (e-tender portal as specified above on or before due date & time of the tender submission)

Thanking you,

Yours faithfully,  
For Balmer Lawrie & Co Ltd

S D Barman  
Chief Manager (HR)-SR



## **BALMER LAWRIE & CO LTD**

### **SCOPE AND DESCRIPTION OF THE WORK**

e-tenders are invited from reputed and experienced bidders in respect of deployment of manpower at our TSCs, for handling Drum Operations, on job contract basis, subject to terms and conditions given below, during forthcoming period of two years. The location wise deployment detail is as under:

One each at Ranipet, Ambur, Kanpur and Kolkata

### **SCOPE OF WORK OF DRUM OPERATIONS**

- \* To run the TSC drum and follow recipes and instruction
  - \* Weighing the chemicals and mix and dilute them as per the requirement of process
  - \* To arrange mechanical operation of our leather at tannery and bring them back to TSC
  - \* Carry chemicals, leather from TSC to tanneries and back to TSC from tanneries
  - \* Arrange diesel for DG set where DG set is available, for mechanical operations of Drum
  - \* Miscellaneous repair and maintenance jobs of sample drum, stock taking of leather and chemicals, etc
- (a) The above numbers of personnel may be increased / decreased depending on the operational requirement. The successful bidder would be required to meet out requirement of actual number of personnel.
- (b) For the purpose of information and other security/ safety of material & goods/ protection of Company's confidentiality requirements, successful bidder must obtain prior ratification of profile and candidature of personnel proposed for being deployed and emoluments payable to candidate under this contract from Authorised Balmer Lawrie representative to be specifically mentioned in the order.
- (c) Company to provide for all supplies required for performance of the jobs contracted for.

Price Bid as per prescribed format given in **Annexure-B** should be uploaded in e-portal only. Submission of offline price will disqualify the tender. The total amount payable per month shall be CTC of the personnel deployed in addition to the services charges as quoted and taxes as applicable.

The prospective and interested bidders should read this tender enquiry carefully and submit the same along-with their offer to the company, duly signed and stamped confirming their acceptance to the terms & conditions, mentioned herein.

### EARNEST MONEY DEPOSIT –(EMD)

- (a) The bidders are advised to enclose a Demand Draft of Rs.3000.00 (Rs. Three thousand only) in favour of BALMER LAWRIE & CO LTD, payable at CHENNAI along with the Price bid. The Offer received without EMD would be treated as in-valid. As such, due care be taken while submitting the quotation / tender.
- (b) The EMD of unsuccessful bidders would be refunded only after finalization and acceptance of order by the successful bidder. The EMD will not bear any interest. However,
- (c) The successful bidders, may adjust EMD amount against required Security Deposit amount of Rs.20000.00 (Rs. Twenty thousand only). In case of failure to comply with enquiry terms, the Company reserves the right to cancel order/forfeit EMD amount.
- (d) EMD is liable to forfeiture in the event of –
  - \* Withdrawal of offers during validity period of the order.
  - \* Non acceptance of the order
  - \* Non Confirmation of acceptance of order within the stipulated time after placement.
  - \* Any unilateral revision made by the bidder during the validity period of the offer.
  - \* Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.

### SECURITY DEPOSIT ( SD )

- (a) Within 2 weeks of the Company's communication to the successful bidder of the acceptance of the rates, they will have to deposit with the company lump-sum security amount of Rs.20000.00 (Rs. Twenty thousand) in any of the following manners. The security Deposit shall not bear any interest and shall be refunded by cheque only, after the contract is over.
- (b) DD/pay order in favor of Balmer Lawrie & Co. Ltd. Payable at Chennai. Cheque will not be accepted.

OR

Guarantee Bond executed by a Nationalized Bank approved by RBI as per Company's Standard format. The Bank guarantee executed should be valid for 12 months, which will have to be renewed, if the contract period is extended on the existing rates and terms.

- (c) SD is liable to forfeiture in the event of –
  - Withdrawal of order by the contractor during execution of order
  - Any unilateral revision made by the bidder during execution of order
  - In case of failure to comply with enquiry and agreed terms, the Company reserves the right to cancel order/forfeit EMD and or SD amount.

### **NSIC (National Small Industries Corporation) & Micro and Small Industries**

(a) Following exemptions till such time it is valid/in force as per notification/circular issued by Govt. of India, may be considered while tendering in respect of vendors coming under the definition of “Micro and Small” industries and holding valid registration certificates as on date of enquiry, covering goods /services that are proposed to be procured.

(b) Exemption in payment of EMD.

In support of your claim for exemption in payment of EMD, you are advised to send a legible copy of your registration certificate having a clear-cut mention about the validity of same.

(c) Pre-qualification

Tender will be rejected if not accompanied by the following  
EMD for Rs 3000/-  
Copy of ESI registration  
Copy of PF registration  
Copy of GST registration

### **CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION**

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price 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 eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids in the eProcurement web site. However, bulky documents (excluding price) 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.

### **PRICE BID SUBMISSION ONLINE:**

Price bid shall be as per Annexure –I which needs to be submitted ONLINE as per the procedure given in e-portal for e-bidding.

## Registration with eProcurement platform

### **Registration with eProcurement platform**

For registration and for online bidding, 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> .

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS TO 1830 HRS

(Monday to Friday – Exclusions ; Balmer Lawrie Holidays)

Please email your issues before you call helpdesk. This will help us serving you better

Contact person	email id	Mobile No
Mr Tirtha Das (Kolkata)	<a href="mailto:Tirtha.das@C1india.com">Tirtha.das@C1india.com</a>	+91-9163254290
Mr Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299
Mr C Manisankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159
Help desk (Kolkata)		+91-9017272644
Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071

Agencies 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 before 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.

### 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 <https://balmerlawrie.eproc.in> & Balmer Lawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com). The Company inviting tender shall not be responsible for any claims / other issues 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.

PRICE BID TO BE UPLOADED ON-LINE ONLY

SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS'S PARTICIPATION IN THE TENDER

TERMS AND CONDITIONS

- 1 Your offer should specify all the elements, mentioned in the price bid, as has been asked for, and be valid for our acceptance for a period of 60 days (excluding the due date) from the due date, from the date of opening of tender.
2. Contract period –  
The period of contract would be valid for two years from the date of Order / Letter of Intent. The contract may be extended for further period of one year, subject to getting satisfactory services; the same shall be done only on existing rates and terms.
3. Your offer must accompany this enquiry duly signed and stamped on each page, as your acceptance to the terms and conditions mentioned herein.
4. RISK PURCHASE  
In case deployment of manpower is not done as per given call ups / information, we reserve the right to cancel the order placed on you, and engage other bidders for deployment of manpower, from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments.
5. The bidder shall ensure regular deployment of manpower as per requirement. In the event of failure to do so, liquidated damages equivalent to two days wages of the staff shall be compensated.
6. In case of unsatisfactory performance of the bidders, failure to adhere to prescribed norms or misbehavior with employees of the company by deployed personnel etc. the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, and goods from the security deposit.
7. In case of any of the deployed personnel does not turn out / appear on duty, alternative arrangements will have to be made by the successful bidder, by providing another personnel. In case the bidder fails to provide another person in time, the Company may hire the services from any other source or the open market, the charges of such persons would be recovered from monthly bill of the successful bidder.
8. Income Tax would be deducted at the rate applicable from time to time from the monthly bill towards tax deducted at source.



9. The bidder shall hold the company harmless and indemnified from and against all claims, charge and cost for which the company may be held liable under the Workmen's Compensation Act, 1923. Employees Liability Act, 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the contractor his agents or his employees in carrying out the allotted job.
10. The selected tenderer shall comply with the provisions of the Factories Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, ESI Act, 1948 / Workmen's Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Tamil Nadu Industrial Establishments (National & Festival Holidays) Act, 1958, Central Minimum Wages Act (Central), Child Labour (Prohibition & Regulation) Act 1986 and any other law applicable to the Contract Workmen now in force and as amended from time to time.
11. The bidder shall hold the company harmless and indemnified from all claims, costs and charges for which the company may be held liable in respect of any loss of injury exchanged to any third party through servants/employees/agents. This indemnity shall be in addition to, and not in lieu of any indemnity towards the Company may be entitled by law.
12. The bidder will comply with all the statutory requirements in respect of the personnel engaged such as PF, ESI, Minimum wages Act and any other Labour Act applicable at present or to be made applicable in future, by the State Government, and shall submit the proof to that effect periodically in the Company.
13. The contractor should pay wages based on the minimum wages declared by the Central Govt, applicable to the place of work. However, in case the profile of the person engaged demand so the contractor may have to pay higher than minimum wages. Any increase in the minimum wages (Basic + DA) shall be paid as and when there is increase as announced by the appropriate authority or otherwise based on representation of the contractor the wages shall be revised by BL at the end of the first year of contract.
14. The bidder would be required to submit a copy of notification issued by Central Government in respect of payable / applicable wages, twice in a year. On receipt of a copy of notification, any increase / decrease on the basis of percentage of increase / decrease in minimum wages would be effected from the date of effect. The bidder shall indemnify the company against any claim arising out of any action taken against the Company on account of bidder's failure to fulfill the above conditions.
15. If any manpower deployed by Contractor is required to go outside for the official job/ duty, he will be reimbursed minimum lowest conveyance charges at actual, by the Company through his contractor.

- 16 The successful bidder would submit duly verified monthly bill along with proof of deposit of ESI/PF by 2<sup>nd</sup> of each month and the payment for which would be released within 5 days.
- 17 Taxes/duties as applicable shall be paid extra. Kindly indicate the % of GST applicable for the services. Please also indicate SAC code
- 18 Balmer Lawrie reserve the right to verify the information submitted by interested bidders.
- 19 The bidder shall bear the cost of expenses towards personal insurance including compensation for any accident that may take place.
- 20 The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who are / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. The bidder would be required to confirm the negotiations in writing within the time stipulated. If the bidder fails to comply with this requirement, the Company reserves the right to evaluate his tender at its discretion on their original rates.
- 21 In case a conflict of interest is arisen between the bidder and the Company at any stage during finalization of order processing, the Company reserves the right to reject the bids of the concerned bidder.
- 22 In case of any dispute is arisen during validity of contract, the same will fall under the jurisdiction of Chennai Court.
23. Procedure of Arbitration

**Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and 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 therefore and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.**

Your off-line offer consisting of the signed copy of the tender documents, copy of ESI/PF/GST registration,annexure-I and any other supporting documents, along with DD for EMD should reach the undersigned on or before the due date of tender.

For BALMER LAWRIE & CO. LTD

S D Barman  
CHIEF MANAGER (HR)-SR

Signatures of the tenderer with  
official seal/stamp

## BALMER LAWRIE & CO LTD

### ANNEXURE- A - DETAILS OF BIDDER

Sl No	Description	Vendors reply
1	Name of the bidder	
2	Regd./Head office address	
3	Local office address	
4	Contact person name and mobile no	
5	Whether partnership/Limited Company	
6	Address of the local branch office with Telephone no and name of contact person/Branch Manager	
7	List of parties to whom you have deployed the manpower for similar type of services – attach Xerox copy of order	
8	Whether you have provided any such services for any office of Balmer Lawrie & Co Ltd. If so attach Xerox copy of order	
9	Whether any dispute is pending with your firm if so please give details	
10	PAN No	
11	GST No	
12	Labour Licence No	
13	PF No	
14	ESI No	
15	HSN/SAC Code	

## BALMER LAWRIE & CO LTD

ANNEXURE – B

### **PRICE BID**

<u>Sr No</u>	<u>Description</u>	<u>Charges per month per person</u>
01.	Monthly charges per person for Drum operations services at Ranipet, Ambur, Kanpur & Kolkata	
02	Percentage of GST	