



**BALMER LAWRIE & CO. LTD.**

**LOGISTICS INFRASTRUCTURE**

*Temperature Controlled Warehouse,*

PLOT NO. F-9/5, ADDITIONAL MIDC]

PATALGANGA, DIS- RAIGAD, MAHARASHTRA

Mobile No: +91 9866400155

E-mail: [choudhary.rr@balmerlawrie.com](mailto:choudhary.rr@balmerlawrie.com)]

**TENDER NO: BL/LI/TCW-MUM/18-19/038 Dated 02/04/2019**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**Engagement of Handling Contractor at TCW Patalganga, Dist. Raigad**

**DUE DATE & TIME: [23/04/2019 at 17:00 Hrs]**

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### **NOTICE INVITING TENDER**

Online bids (Two Bid System) are invited from experienced contractors who can fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading “General Terms and Conditions” and special terms and conditions, for undertaking the subject contract for Engagement of Handling Contractor at TCW Patalganga, Dist. Raigad, Maharashtra.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and the procurement website <https://balmerlawrie.eproc.in>.

Sr. No	Description	Details
1	Name of Work	Engagement of Handling Contractor at TCW Patalganga, Dist. Raigad
2	Tender No	BL/LI/TCW-MUM/18-19/038
3	Validity Of Offer	120 days from the date of opening of Technical bid.
4	Contract Period	One Year
5	Tender Fee (Non-refundable)	NA
6	EMD (interest-free)	Rs. 25,000/-
7	Downloading / Submission of Tender:	
	a. Starts on	02/04/2019 at 17.00 Hrs
	b. Ends on	23/04/2019 at 17.00 Hrs
	c. Opening of Tenders – Technical Bids	23/04/2019 AT 17.30 Hrs .

### **SPECIAL INSTRUCTION TO BIDDERS**

#### **1. LIST OF DOCUMENTS TO BE SUBMITTED**

The signed and stamped copies of following documents should be uploaded as part of the technical/commercial bid submission.

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- Income Tax PAN Number.
- GST Registration number.
- Valid PF and ESI Registration No.
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.18.
- EMD (interest-free) in the form of Pay Order/ Demand Draft for an amount of Rs. 25,000/- in favour of Balmer Lawrie and Co. Ltd. payable at Mumbai/ Navi Mumbai

**Note:-** For MSME and NSIC registered vendors, tender fee and EMD is exempted, however copies of valid registration certificates to be enclosed. SC/ST category having MSME/NSIC certificates should specifically mentioned. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012

## 2. VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OF BIDS

- If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- 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.
- 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.
- Incomplete Tenders are liable for rejection without any reference to the tenderer and decision of Balmer Lawrie in this respect will be final.
- If at any stage it transpires that any party submitted false or forged documents may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, shall not be considered for commercial evaluation.
- Tenders, if submitted through e-mail or fax, shall be summarily rejected.

## 3. BID SUBMISSION

The bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

For registration and online bid submission bidder may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

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@c1india.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	

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 (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The bidder shall invariably furnish the original DD towards Tender fee and EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. For submission of Online price bid, bidders are requested to download the excel sheet, fill the details, sign, scan and upload the same. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

**The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/issues arising out of this.**

The bidder 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 process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders 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.

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

**The hardcopies should reach the office of Balmer Lawrie at the following address.**

**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**

#### **4. Special Note**

**Seal & Signature of the bidder.**

- a. 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 tender from time to time.
- b. 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 balmer lawrie website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## 5. Filling of Tender Documents

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.
- e. **Bidder has to take print out of price bid schedule, fill the relevant details and upload the same in PDF format after putting signature and stamp.**

### **SCOPE OF WORK**

Work covered under this tender shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The Labour shall be required on shift basis, as per the following details,

<b>Particulars of the Manpower</b>	<b>Shift details</b>	<b>Timing</b>	<b>Required Manpower</b>
For, Loading & Unloading workers	A.Shift	7.00AM to 3.00 PM	10 Nos.
	B-Shift	2.00 PM to 10.00 PM	8 Nos.
For, Pickers	A.Shift	7.00AM to 3.00 PM	3 No's
	B-Shift	2.00 PM to 10.00 PM	3 No's
Double Deep Reach Truck Operator	A.Shift	7.00AM to 3.00 PM	2 Nos.
	B-Shift	2.00 PM to 10.00 PM	2 Nos.

**Note:-**

1. The shift timing may vary as per the requirement and the contractor has to follow the instruction of BL Official.
2. The above numbers may vary and it may be less or more depending upon the requirement and the payment shall be made only for the actual number of workmen provided in any month.
3. 1 Supervisor has to be provided on daily basis for arranging manpower, supervising the assigned work and completing the work within given period of time as per the instruction from BL officials. No charges shall be paid towards the supervisor.

**Scope of work for Labour shall consists but not limited to the followings,**

1. Unloading from reefer containers by using material handling equipment and/or doing manually and arrange to stack on pallets as per instruction of BL's officials.
2. Loading in reefer containers by using material handling equipment and/or doing manually either directly from the frozen or chilled chambers or from any other place as per the instruction of BL's officials.
3. Shifting of materials from staging bay to storage chambers and from storage chambers to the staging bay as per the instruction of BL officials.
4. Shrink wrapping of materials on pallets.
5. Ensure that all materials are handled carefully. They should also ensure that the shop floor and staging areas are cleaned properly. All waste materials which may include packing

boxes, waste paper, broken pallets, crates, straps, thermocols, etc., are to be kept in a designated place within the premise or as per the instruction of BL officials.

6. In case of handling liquid materials, it should be ensured that there is no spillage and in case of any spillage on the shop floor, arrange to clean it immediately at their cost.
7. Rendering necessary assistance for periodic checking of Inventory [By means of handling equipment or manually] both inside the frozen and chilled chambers in presence of BL officials at no extra cost.
8. Ensure adherence to all the Safety norms and use PPE at all the time during the operations.
9. Handling of HPT (Hydraulic Pallet Trucks) should be in such a way that there should not be any damage to the Insulated Panels or Automatic Sliding Doors.

**Scope of work for Double Deep Reach Truck (Linde Make- Telescopic Type) Operator**

1. Placement of palletized cargo at the designated location on double deep racks, the maximum height of stacking is 10.15 Mtr.
2. Retrieval of palletized cargo from the designated location for the dispatch.
3. Rendering assistance for periodic checking of Inventory.
4. Performing routine maintenance jobs on the MHE under guidance to BL officials.
5. Careful handling of double deep reach trucks so that while operation it should not damage the walls of Insulated Panels and the automatic sliding doors.

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

**Technical Details of Warm Clothes to be used inside the warehouse during operations to be arranged by Bidder**

1. **Jackets with Hood:** - Jackets shall be of hood type and shall be made of outer polyester fabric PU coated and double insulation with raised polyester fabric for use in Minus 25 Degree Centigrade.
2. **Trousers:** - Trousers shall be made of outer polyester fabric PU coated and double insulation for use in Minus 25 Degree Centigrade.
3. **Uniform-** 2 sets of Uniform has to provide and shall be made of Cotton fabric.
4. **Insulated Safety Boots:** - Insulated Safety Boots shall be made of good quality leather of water repellent property and steel toe cap as required for use in Minus 25 Degree Centigrade.
5. **Monkey Caps:** - Monkey caps shall be such that it can be used for Minus 25 Degree Centigrade as an added protection for worker/ forklift operators working inside the chambers.
6. **Hand Gloves:** - Freezer Gloves well knitted, seamless with broad wrist band to be used in



Minus 25 Degree Centigrade and also for loading / unloading purposes. Hand gloves are required to be replaced after every fifteen days, hence the rates should be quoted accordingly.

**Note:-** Every worker should be given the above warm clothes at the time of commencing the work. These should also be cleaned on every month so that proper hygiene can be maintained.

All PPE's (From 1 to 6) should be branded and ISI Certified.

### **Deployment of Manpower**

- a. The unit is a Temperature Controlled Warehouse which is also called Cold Storage and the temperature inside the chambers will be upto minus 25 Degree Centigrade. The workers will require warm clothes suitable for working in the above climate. The contractor is required to arrange and provide the workers the above PPE during inside operations. No workers will be allowed to work inside the chambers without wearing the above PPE. Apart from the above PPE, the contractors should also provide the safety shoes, Helmets and Fluorescent Jackets as required as per the instruction of BL Official. BL will not be responsible for non-adherence of Safety norms by the Contractor/his workmen.
- b. The contractor shall enforce the provisions of ESI ACT and scheme framed there under with regard to all employees involved in the performance of the contract, and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
- c. The contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the CONTRACTOR'S behalf through contract labour except under and in accordance with the license issued in that behalf by the licensing officer or authority prescribed under the Factories ACT or the contract labour (regulation & abolition) ACT 1970 or their applicable law, rule or regulation, if applicable.
- d. Payment of Wages: The contractor shall ensure payment of wages to all workmen employed by him in connection with the work before the expiry of the last day of wage period in respect of which the wages are paid, and shall ensure wages standards, period and provisions (including provisions of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of wages act, the contract labour (regulation & abolition )Act 1970 and rules framed there under , the minimum wages Act and any other applicable law, rule or regulation in this behalf including but not limited to the following:
  - e.
    - i. Weekly off with wages
    - ii. National holidays such as Independence Day, Republic Day and Gandhi Jayanti.

- f. The Contractor will take out Insurance cover of all his employees under Workmen Compensation ACT or any other Act as is in force at any given time.
- g. 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 unit.
- h. It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from the BL customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.
- i. Annual medical checkup (as per Govt. Guidelines) of the engaged personnel needs to be done every year as specified by the company and submitted for scrutiny. Any personnel suffering from any disease should not report for duty and the contractor is required to provide a replacement till he is fit. The unfit personnel will be required to submit a fit certificate before resuming duty.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria For Techno-Commercial Bid**

- a. Payment of Interest Free EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft/ Pay Order in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai / Navi Mumbai
- b. Submission of valid PF and ESI Registration.
- c. Should have minimum average turnover of Rs.25 Lacs during the last 3 years ending March 2018. Copy of audited Profit/Loss Account and Balance sheet to be attached.
- d. Bidder should have at least three years experience in Loading and Unloading work at any Temperature Controlled Warehouse/Cold Storage /General Warehouse. The bidder should submit copies of work orders or agreement and completion certificate in support of the same.
- e. Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required to be submitted by the bidder).
- f. Should have GST Registration number.
- g. Bidder should give an undertaking for adherence of the applicable minimum wages as per State government act.

### **2. Tender Opening**

- a. Unpriced [Technical-Commercial] Bid Opening. - Technical / Commercial Bids will be opened online only and the hard copies as mentioned above shall be opened in presence of Balmer Lawrie's tender committee.
- b. Price Bid Opening - Price bid will be opened for those bidders who qualify in Technical/ Commercial Bids, the opening of the price bid will be online only.

### **3. Rates and Minimum Wages**

- a. The bidder should quote their rates as per the minimum wages act applicable for State Government. It shall be the responsibility of the contractor to pay Minimum wages to their workmen and compliance in this regard is the sole responsibility of the contractor. If there is any claim on Balmer Lawrie on this account, the contractor has to indemnify the company fully including related costs of compliance. The contractor has to submit the supporting document such as government regulations towards the minimum wages on the basis of which the rates are arrived.
- b. Providing PPE's is the sole responsibility of the contractor, no additional cost will be reimbursed to the contractor towards providing PPE's.

#### **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 the right to accept the lowest rate for the tender. If the 2 bidders has quoted with the same rate and both became L1 then the bidder having higher average turnover for the last three years will be considered as L1 and further process can be initiated.
- d. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- e. 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 L1 Bidder. The L1 Bidder will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 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.

#### **6. Price Variation**

- 6.1 The rates quoted by the successful contractor must remain valid for the entire period of contract, subject to periodical revision of Minimum Wages as declared by State Government . Circular issued by State Government should be submitted as proof for any revision in wages allowances etc. with escalation bill / monthly bill.
- 6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening of the technical Bid.

#### **7. Contract Period**

The contract will be for a period of **one year** from the date of issue of LOI or PO or from the date of providing manpower whichever is later. On completion of the contract period **one year** the contract may be extended subject to mutual agreement between the Company and Contractor for a further period of another **one year** on the existing terms & conditions.

#### **8. Factory Visit**

The bidder, at the bidder's own cost/responsibility is advised to visit and examine the type of Work and handling conditions etc., and obtain all information and satisfy themselves that may be necessary for preparation and quoting the Tender.

#### **9. Validity of Offer**

Your offer should be valid for acceptance for 120 days from the date of opening Technical Bid.

#### **10. Mobilization**

The successful bidder shall be required to mobilize the necessary manpower and others within 1 week after notification by BL, a formal communication to that effect shall be given by an authorized person from BL. In case the additional labour is required during the period of the contract, then the contractor shall arrange with in a time period of 12 Hours after notification by BL.

#### **11. ESI/PF/PAYMENT TO THE WORKERS/OTHER STATUTORY OBLIGATIONS**

The successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Factories Act, Payment of Wages Act, Minimum Wages Act (notified by Ministry of Labour, Government of India), Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), Payment of Bonus Act and other applicable labour enactments as amended from time to time in respect of personnel deployed by him in company's premises.

The successful bidder shall submit a detailed list of the personnel deployed by him in the company's premises which shall include the name, address, date of birth and nominee details of the personnel deployed. They shall be permitted entry into the company's premises only after being duly verified and issue of entry passes.

The successful bidder shall issue to all personnel deployed by him in the company's premises, photo identify cards duly certified by the company. The same shall be retained by the said personnel at all times during their presence within the company's premises.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender.

The successful bidder / Contractor shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by him in the company's premises and shall keep the company indemnified thereof.

Cost if any, incurred by the company in ensuring statutory compliance with the existing labour enactments as amended from time to time or for any other matter connected with personnel deployed by the successful bidder in the company's premises shall be fully charged to the Contractor.

The personnel deployed in the company's premises by the successful bidder shall be fully qualified in all respects to carry out the activities for which he/she has been deployed.

The successful bidder / Contractor shall equip the personnel deployed by him in the company's premises with all the necessary implements and safety equipment and shall ensure that adequate safety precautions are taken by them while carrying out their work in the factory premises. Also, it is the responsibility of the successful bidder to ensure adherence to environment related requirements by his/her employees at our site.

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

The payment of bill for services rendered presented by the successful bidder/ Contractor shall be processed only on submission of satisfactory proof of remittance (challans) of statutory dues such as ESI, PF etc. in respect of the personnel deployed by him in the company's premises.

As per provisions under the Contract Labour (Regulation & Abolition) Rules 1971, salary disbursement to the personnel employed by the contractor has to be done in presence of authorized representative of BL. Hence, a wage register has to be maintained at BL by the contractor.

Minimum wages should be paid by the contractor to the workmen and if there are any legal issues arising out of non-payment and if BL is held liable to pay, the successful contractor is required to indemnify Balmer Lawrie for the losses sustained by BL.

## **12. Earnest Money Deposit (EMD)**

- a. Before the last date and time of bid opening, the bidder is required to submit at the above mentioned address (please refer Notice Inviting Tender) EMD of Rs.25,000/- (Rupees Twenty Five Thousand only) by way of a bank draft / pay order payable at Mumbai favoring Balmer Lawrie & Co Ltd. The EMD will be interest-free. EMD of the successful bidder(s) will be adjusted against Security Deposit and EMD of unsuccessful bidders will be returned after acceptance of LOI /Order by the successful bidder.

## **13. Security Deposit**

The successful bidder shall be required to submit within 10 days of issue of LOI/PO, security deposit at the rate of 2% of the contract value by way of Demand draft / PO after adjusting the EMD amount. 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 and forfeit the EMD. The SD shall be refunded after completion of the contract period. In the event of breach of contract, the SD is liable for forfeiture.

## **14. Payment Terms**

Attendance sheet to be maintained and payment will be processed only for the actual days of attendance. Details of entry in and entry out to be kept by the contractor duly verified and vetted by the security in charge of Balmer Lawrie on a daily basis.

Payment will be made on monthly cycle basis in the following month in 15 (Fifteen) working days after receipt of the same in the accounts department duly certified by company officials with all relevant supporting documents. The bill should be submitted along with necessary statutory documents such as Provident Fund remittance Challans, ESI challans and any other documents which required to be attached with the bill without which payment will not be released.

## **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 flouting the conditions, Balmer Lawrie shall be entitled to get the supply from any other firm at the 'Risk & Cost' of the contractor.

#### **16. Alternative Arrangement**

In the absence of timely and proper performance, i.e. target vs achievement by the Contractor, Balmer Lawrie reserves the right to utilize the services of any other Contractor without notice at the risk and cost of the Contractor and to recover charges and expenses in excess of the contractual terms from the Contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of Balmer Lawrie for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions even if notice of termination is not served and contract terminated with the Contractor.

#### **17. Addition/alteration of Tender Document**

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

#### **18. Termination of Contract.**

The contract can be terminated by either party by giving 3 clear months' notice in writing. However in case of serious breach of contract by the supplier the Company reserves the right to terminate the contract forthwith without notice.

#### **19. Force Majeure Conditions:**

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.

## **20. Liability**

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Balmer Lawrie premises. Any damage to life or property inside Balmer Lawrie due to negligence by the contractor's workmen would be to the account of the contractor and same cost will be debited to contractor.

## **21. Safety to Company's Property**

The contractor should ensure that during the time of operation there is no damage to the property, personnel of the company. In the event of such damage same will be repaired / compensated to the company at the cost of the contractor. The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie Premise. Any damage to any life and/or property inside the unit due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the equipments operating inside the unit.

## **22. Acceptance of Tender**

The company reserves the right to accept or reject the offer in part or in full without assigning any reasons whatsoever and /Or to negotiate with tenderer(s) in the manner it considers suitable.

## **23. Indemnity**

The contractor shall indemnify the company, for any financial or other losses that result to the company during the operation of the contract over the actions/inactions on the part of the contractor, which has resulted in the liability of the company. In other words, the contractor shall continue to be responsible to the company in respect of any act of omissions/commissions performed during the tenure of the contract, even though the action may actually be initiated by an external agency or an individual or a statutory authority etc. much after the contract period had expired. The contractor shall be responsible for the acts of omissions and commissions that have taken place during the contract period. An indemnity bond is to be submitted by the contractor before awarding of the contract.

#### **24. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under 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 therefor and is final and 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.

#### **DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BL/LI/TCW-MUM/18-19/038 and hereby confirm our acceptance of the same.

Place:

Signature of Tenderer

Date:

Name & Address

ANNEXURE – 1

**PARTICULARS OF THE BIDDER'S ORGANISATION**

S. No.	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Name, designation, mobile number, e-mail, Fax no. and any other details of the Contact Person	
5	Year of commencement of business	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
7	Registration No. (Under companies Act )	
8	Registration No. ( Under Provident Fund Act,1952 )	
9	Registration No. ( Under ESIC Act,1948 )	
10	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
11	Income Tax PAN no.	
12	GST Registration No.	
13	Complete Details of the Banker, Name, Address, IFSC Code, Bank Code, Account No and Type of Account – Attach a Separate Sheet	
14	Whether registered under NSIC / MSME	

### Price Bid Format

Bidders are requested to fill the rates online only and no hard copies will be accepted.

#### **PART -A**

Sl. No	Particulars	Handling Workers (Unskilled)	Pickers, Forklift Operators (Skilled)
1	Minimum Monthly Wages (As per Government of Maharashtra Minimum wages act) Applicable as on date of submission	3,900	4,900
2	VDA	4,358	4,358
4	HRA @ 5%	413	463
5	<b>Min Wages [GROSS]</b>	<b>8,671</b>	<b>9,721</b>
6	PF - 12% [Basic +DA]	991	1,111
7	ESI - 1.75% [Gross]	152	170
8	Professional Tax	200	200
9	<b>Total Deduction</b>	<b>1,343</b>	<b>1,481</b>
10	<b>Sub-total</b>	<b>7,328</b>	<b>8,240</b>
11	EPF @ 13% [Basic +DA]	1,074	1,204
12	ESIC @ 4.75% [Gross]	412	462
13	Bonus @ 8.33% [Min Wages of Rs 7000 whichever is maximum]	722	810
14	Leave Wages [Min Wages/26*15 days]	397	445
15	<b>Total</b>	<b>11,276</b>	<b>12,641</b>
16	<b>Service charges @ %</b>		
17	<b>Total including Service Charges</b>		
18	No. of manpower	18	10
19	Cost per month		
20	Total cost per year		
21	GST @ 18%		
22	<b>GRAND TOTAL</b>		

#### **Note:-**

- The bidder should quote their rates as per the minimum wages act applicable for Government of Maharashtra. It shall be the responsibility of the contractor to pay Minimum wages to their workmen and compliance in the regard. If there is any claim on Balmer Lawrie on this account, the contractor has to indemnify the company fully including related costs of compliance.
- Providing PPE's is the sole responsibility of the contractor, no additional cost will be reimbursed to the contractor towards providing PPE's.

Date:

Signature of Tenderer with Seal

Place:

Name & Address

**Seal & Signature of the bidder.**