



Balmer Lawrie & Co. Ltd.

SBU: Greases & Lubricants
P- 43, Hide Road Extn,
Kolkata – 700 088

NOTICE INVITING TENDER

1. Tender No. : GLK/TE18/395, dated 13.02.2019
2. Due Date : Feb 23, 2019, 15.00 hours IST
3. Description : Outsourcing Job for performing various activities as defined in detail description of the tender at our Plant in Kolkata
4. Type of Tender : Limited
5. Earnest Money Deposit : Rs 5000 (Rupees Five thousand Only) by way of Demand Draft/Bank Guarantee favoring Balmer Lawrie & Co. Ltd., payable at Kolkata
6. Security Deposit : 5% of the basic order value through Bank Guarantee / DD in favour of Balmer Lawrie & Co. Ltd, payable at Kolkata.
7. Period of Contract : The period of contract shall be for one year.
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8. Validity of Offer : 60 days from the due date of the tender.

On-line offers are invited from competent bidders having previous experience in similar field for Balmer Lawrie & Co. Ltd. (BL), Greases and Lubricants Division located at P 43 Hide Road extension, Kolkata – 700 088.

1.0 Pre-Qualification Criteria

Bidder must comply following Pre-Qualification criteria & submit necessary supporting documents while submitting their e- bid.

Sl. No.	PRE-QUALIFICATION CRITERIA	DOCUMENTS REQUIRED
1	Bidder should have similar experience in any reputed plant (minimum 1 year)	Copy of Purchase Order
2	The bidder should have PF Registration	Copy of certificate
4	The bidder should have ESIC Registration	Copy of certificate
5	The bidder should have GST Regn No	Copy of registration certificate
6	The bidder should have Permanent Account No. (PAN)	Copy of PAN card

2.0 General

- 2.1 The bidder must follow “Minimum Wages Act” as per the rates of West Bengal. Based on revision of wage rate, the proportionate change in contractual rate may occur, but service charge of the contractor will remain same within the contractual period.
- 2.2 Successful bidder has to maintain wage register & is to be certified by concerned authority of BL on monthly basis.
- 2.3 The successful bidder shall cover the insurance of all workmen and other persons employed by him / her/ them against accident, injury & death till the completion of contract. The Bidder should also conduct a pre-employment medical check-up of the employees to be deployed through this contract and the employees to be deployed has to be certified by a registered medical practitioner to be physically and mentally fit to perform such duty.
- 2.4 Statutory rules and regulations:

Please note that this is a job contract and accordingly all liability pertaining to this contract including those of the people engaged by the contractor solely rests upon the contractor. The contractor should also indemnify the Company against any deviation from the statutory rules and regulations to be observed by the contractor in respect of their people. ESI/PF/Minimum Wages [necessary documents in this respect shall be submitted periodically] of contribution paid by the contractor shall be reimbursed at actual on production of receipts. Other statutory liabilities shall be borne by the contractor.

3.0 Provisions for Micro , Small and Medium Enterprises (MSME):

- (a) Qualification Criterion: MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F.No 21(17) /

2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

- (b) Micro & small scale Service Providers registered with MSME/ NSIC are exempted from payment of EMD. Service Providers registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

4.0 Job Description

Job Description
(i) Fixing of Stickers on Drums, Pails, Cartons and containers. (ii) Unloading/ Loading of material from kettle. (iii) Weighing & issue of Raw Materials from store to production. (iv) Unloading of PIB from storage tanks. (v) Other miscellanies jobs as and when required

- **Manpower requirement: 4 Workmen on daily basis.**

5.0 Duty Hours : The Services to be provided throughout the year on General Duty/Shift duty basis as necessary. The job may have to be executed in more than one shifts depending upon volume of business as per actual requirement. Currently requirements are as follows for a whole day which comprises 03 shifts viz **A Shift – (06 am-02 pm), & G Shift – (8.30 pm-5.00 pm).**

6.0 Regulatory Mechanism :

- (a) If a contract employee provided by the Agency, leaves the services of the company prior to expiry of contract, the Agency will provide acceptable replacement within 24 hours from the date of placement of requisition by BL.
- (b) The Agency will designate one of its employee who shall function as the 'Single point of contact' for BL for all matters including any dispute emanating out of this contract for the designated region and also act as supervisor. Any dispute arising out of the contract shall be subject to jurisdiction of the Courts at Kolkata.
- (c) The Agency shall forward a consolidated list once in each quarter (within 7 days following the end of each quarter) of all its employees sourced to BL including details of address, remuneration and other details as per the format to be provided by BL.

7.0 Employer – Employee relationship

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

8.0 Adherence to Labour Laws:

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

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

9.0 Adherence to insurance coverage:

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

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

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

11.0 Uniform: The Agency shall provide two sets of Uniform for each year to its personnel at its own cost. **The Uniform to be provided to the contractual employees should be made by Khadi material.** The Agency shall ensure that while on duty each and every personnel presents himself in proper uniform. The illustrative list of uniform (2 sets each year) to be provided is given below:-

- (a) Safety Shoes -Black.
- (b) Nylon Socks -
- (c) Shirt (Good Quality)
- (d) Trousers (Only Khadi material)
- (e) Winter Jacket (One Set Each Year)

12.0 Identity Card :

The Agency shall issue Identity Cards to all his staff on duty at our premises at its own cost and duly countersigned by the authorised representative of the Agency. The Agency shall strictly abide by the Security Rules and Regulations enforced by the Company from time to time.

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

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

15.0 Jurisdiction

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

16.0 Payment Terms

The payment shall be made on monthly basis and within 7 (seven) working days of submission of bills duly certified by BL's representative.

17.0 General Clause

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

18.0 Basis of Selection

Only the successful bidders fulfill pre-qualification criteria will be considered for price bid evaluation. The selection of L1 bidder will be done based on the Total Landed Cost quoted for entire job [As mentioned in Annexure I]. Failing which their offer will not be considered for final evaluation.

19.0 Conditions for online bid submission

Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place at <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

Note: Bidder need to quote total Value of work (Basic value for 12 months and GST separately) in online bid in Annexure I upload the same in E-portal.

Registration with e-Procurement platform:

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

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

M/s C1 India Pvt Ltd.
C104, Sector 2 Noida-201301
Contact person :
Ritabrata Chakraborty (Kolkata), +91 8697910411
Email: ritabrata.chakraborty@c1india.com

Submission of Hard copies:

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

for **Balmer Lawrie & Co. Ltd.**
Aryya Kanti Naha
Sr. Manager (SCM)

Annexure I

Price Schedule

Description of Job	UOM	Monthly charges Rate [Rs/Month] - Considering one shift duty time
Various miscellaneous job as mentioned in job detail of the tender	Monthly	
Total Basic for 12 months duration		
GST %		
GST for 12 months – in Rs.		
Grand Total (Inclusive GST)- in Rs.		

Any extra working time at actual shall be considered on pro-rata basis, as per rules prevailing

Bidders are requested to upload Annexure I in e-portal.

Bidders are requested to quote yearly total value (excluding GST) in E-Bid format.