Tender No: GLK/TE19/246 Dated 09/12/2019



SBU - Greases & Lubricants, P-43, Hide Road Extension, Kolkata - 700088 Phone: [033] 2450-0148: Fax: [033] 2439-2277 Email No.: panda.r@balmerlawrie.com.

> Tender No.: GLK/TE19/246 Date: 09/12/2019

Due Date & Time: 21/12/2019 at 14:00 Hrs.]

TENDER ENQUIRY FOR

MISCELLANEOUS WORKS ON JOB CONTRACT
BASIS AT OUR G&L- KOLKATA PLANT

NOTICE INVITING TENDER

On-line bids are invited from resourceful competent bidders for Miscellaneous Works on Job Contract Basis at our G&L-Kolkata Plant. The Tender Document along with terms and conditions are available from our web site www.balmerlawrie.com.

Interested parties are advised to quote their rates online following compliance of all Terms & Conditions, specification as per Price Bid as stipulated in this NIT.

The offer against Tender, complete in all respect should be uploaded by the due date. For clarification required if any, please contract the following official:

Ratikanta Panda Deputy Manager (Human Resources) Balmer Lawrie & Co. Ltd. P-43, Hide Road Extn., Kolkata – 700 088.

E-mail: panda.r@balmerlawrie.com

Phone No. 033-24500148

Note: 1) Bids of any tender may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

2) BL reserves the right to cancel the tender / offers without assigning any reason whatsoever.

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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 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.

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:

<u>SN</u>	<u>Name</u>	<u>Email ID</u>		Mobile No.
1.	Mr. Tirtha Das (Kolkata) -	tirtha.das@c1india.com	_	9163254290
2.	Mr. Tuhin Ghosh (Kolkata) -	tuhin.ghosh@c1india.com	-	8981165071
3.	Mr. Partha Ghosh (Kolkata) -	partha.ghosh@c1india.com	-	8811093299
4.	Mr. Ritabrata Chakraborty (Kolkata) -	ritabrata.chakraborty@c1india.com	-	8697910411

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Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents; the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

1. LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

The photocopies of following documents attested by concerned persons should be attached with the tender bid which may be verified with original:

- a) PF
- b) ESI
- c) GST

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may be required to come to our office as intimated along with all original documents, photo copies of which have been submitted with the tender towards 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. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.
- f. Bids of any tender may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

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g. Vendor conforming to the tender conditions and quoting the lowest rates in totality may be selected.

3. 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 authorized representative shall sign all documents as required. When the person signing the documents is not the sole proprietor / authorized representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be produced.

4. SITE VISIT:

Parties are advised to check the job area physically before quoting the rates.

5. SCOPE OF WORK & RESPONSIBILITY

Work covered in this tender document is detailed herein below in **ANNEXURE-A** (Price Bid). However, Contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be 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.

GENERAL TERMS AND CONDITIONS:

1. DUTY HOURS:

As required in line with official duty hours of the company.

2. PERIOD OF CONTRACT:

One year from the date of Work Order. The contract may be extended for another one year at same rate, terms and conditions with mutual consent in writing.

3. COMPLIANCE OF LABOUR LAWS:

It shall be responsibility of the contractor to ensure that he conforms to the various provisions of statutory Acts and rules thereof like:

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- a. Contract Labour (Regulations & Abolitions) Act. 1970,
- b. Employees Provident Fund & Miscellaneous Provision Act. 1952
- c. Employees State Insurance Act. 1948
- d. Minimum Wages Act. 1948
- e. Payment of Wages Act. 1936
- f. Employees Compensation Act. 1923
- g. Payment of Bonus Act. 1965
- h. Payment of Gratuity Act, 1948
- i. The West Bengal Labour Welfare Fund Act. 1974

4. <u>SAFETY / PPE</u>:

All contract employees provided under contract should compulsorily use/ wear PPE at all times on duty, and follow all safety instructions written, verbal or implied.

5. **BEHAVIOR**:

All contract employees should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit. During course of duty if any of the contract labour is found sick, drunk or develop different ill behavior, he shall be immediately withdrawn from duty.

6. <u>IDENTITY CARD:</u>

Full particulars of each staff along with passport size photograph and identity card issued by the contractor need to be submitted with our office after finalization of contract but before assuming duties. The identity card will be returned after verification.

7. EXTERNAL ENVIRONMENT:

Needless to mention the tenderer has to be necessary acquainted with the local environment and conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by Balmer Lawrie. Neither any change in the schedule of the contract nor any financial adjustments arising thereof shall be permitted by Balmer Lawrie, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

8. <u>TERMINATION OF CONTRACT:</u>

The contract may be terminated by either party by giving at least two months' notice. In such case BL would be liable to pay the charges for services already rendered till such notice of termination is served only.

9. Provisions for Micro and Small Enterprises (MSE):

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- A. Qualification Criterion: MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. The MSE registration to specify manufacturing / service of the tender item(s).
- B. Registered MSE vendors shall be exempted from need to furnish EMD, subject to their submission of registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

10. <u>RATE:</u>

The rates should be quoted as per Price Bid format only which shall be including all Taxes & duties, transportation (if any). However, GST will be extra at the prevailing rate.

11. PAYMENT:

Payment will be made within 07 [Seven days] from the date of submission of monthly bills after conducting the required services for preceding month.

12. <u>SUB – LETTING OF WORK</u>

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 other firm at the 'Risk & Cost' of the contract.

13. 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 also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- D. Balmer Lawrie is not bound to accept the lowest rate for any tender. 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 will be rejected.

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14. IMDEMNITY BOND:

The contractor shall indemnify the Company from all liabilities and responsibilities of all contract labour to be employed by the contractor at Company's premises including their necessary license/permission etc. from competent authorities.

15. 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, fires, 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 nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable.

16. ARBITRATION:

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration 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.

Please submit the sealed quotation in the above Price Bid Format addressed to Shri Ratikanta Panda, Deputy Manager (HR) at Balmer Lawrie & Co. Ltd., Greases & Lubricants Division, P-43, Hide Road Extension, Kolkata – 700 088, super-scribing on the envelope "Tender for Miscellaneous Works on Job Contract Basis for Our Kolkata Stock Point located at P-43 Hide Road Extension, Kolkata-700088" within the above mentioned due date.

Balmer Lawrie & Co. Ltd. reserves the right to accept / reject any / all quotations without assigning any reason thereof.

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17. <u>TENDER CANCELLATION</u>

The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of Balmer Lawrie and Balmer Lawrie is not liable to provide any reason to the applicants for the same.

18. PROVISION OF GST

The vendor should compulsorily follow all the provision of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right of non-payment / withholding payment / black listing the vendor.

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ANNEXURE-A

PRICE BID

	Description of Work	Quantity.	Rate (Rs./Month)	Amount
1.	Refreshment etc. in the Meeting, Training etc.			
2.	Shifting of Furniture, Computer Machine, Telephone, distribution of Photocopy papers etc.	12		
3.	Attendance Management System, Leave Management like Calculation, Uploading, Entry etc.	Months For 3		
4	Production Bonus Calculation, Over Time, Early Exit, Early Entry Management	Heads		
5.	Contractual and Apprentice Man Management			
6. 7.	Security Shift Maintenance Assist in preparation of Salary Input, Salary Processing, Medical Reimbursement like Hospital Bill, Personal Medical checking and processing etc.			
8.	Raising Petty Cash Voucher, Apprentice Stipend			

I / We have read the terms and conditions enumerated in the Notice inviting quotation enclosed and I / we hereby accept all your terms and conditions as mentioned in the tender notifications and hereby quote rates as under :- $\frac{1}{2}$

[Signature of the authorized signatory] With date

Full Name Mob No.

Company Name, Address and Official Seal

Designation of Authorized Signatory