



BALMER LAWRIE & CO. LTD.

(A Govt. of India Enterprise)

**Extn-W&D, Logistics Infrastructure
P-3/1, Transport Depot Road
Kolkata, West Bengal
700088**

Ph.No.: 033 2439 5769/3448

Fax No.: 033 2439-2277

**PROVIDING SERVICE FOR FEEDING OF STOCK
DATA, INVOICE GENERATION &
MAINTAINING STOCK LEDGER AT
EXTENDED WD-KOLKATA**

**TENDER NO. BL/WD/KOL/Office Support/03/19-20
DATED 16.12.2019 at 13:00 hrs**

**DUE DATE FOR SUBMISSION
27.12.2019 - BY 17.00 hrs**

Balmer Lawrie & Co. Ltd. Extn-W&D, Logistics Infrastructure, [Kolkata]
Tender No: B L / W D / K O L / O f f i c e S u p p o r t / 03 / 19 - 20



BALMER LAWRIE & CO. LTD.
(A Govt. of India Enterprise)
Extended W&D - Grease & Lubricants
P-43, Hide Road Extension,
Kolkata,
West Bengal 700088
Ph.No.: 033 2439 5769/3448
Fax No.: 033 2439-2277
Email : sau.pk@balmerlawrie.com

Ref.: BL/WD/KOL/Office Support/03/19-20

NOTICE INVITING TENDER

**PROVIDING SERVICE FOR FEEDING OF STOCK DATA, INVOICE GENERATION &
MAINTAINING STOCK LEDGER AT EXTENDED WD-KOLKATA**

Tender Start date and time: 16.12.2019 , 13:00 hrs
Tender Due date and time: 27.12.2019 , 17:00 hrs

Online Tenders are invited from BL registered vendors only who are Competent/Interested in providing service for feeding stock data, invoice generation & maintaining stock ledger at Extended W&D-Kolkata as per the scope of work, general terms and conditions and Annexures A,B & C etc. may be downloaded from our web site www.balmerlawrie.com.

The complete offer along with **relevant documents are to be uploaded in the e-procurement portal of Balmer Lawrie (<https://balmerlawrie.eproc.in> within due date and time.**

Note:

1. Bids of any tenderer may be rejected if a conflict of interest between the bidder and the Company (Balmer Lawrie) is detected at any stage.
2. Our Company reserves the rights to cancel the tender and/or any/all offer(s) without assigning any reason whatsoever.

BALMER LAWRIE & CO. LTD.
TENDER FORM

1.0 COMPANY

| | | | | | |
|------|---|--------------------|-------------------|---------------------|-------------------|
| 1.01 | Name of the Company | | | | |
| 1.02 | Status [Whether Govt., PSU, Pvt. Or Public Ltd.] | | | | |
| 1.03 | Address: | | | | |
| | Registered Office | | | | |
| | Head Office | | | | |
| 1.04 | Communication : | Telephone | Fax No. | E-mail ID | Mobile No. |
| | | | | | |
| 1.05 | Trade Licence Details [photocopy to be enclosed] | No. | Date of Issue | Valid Up to | Issuing Authority |
| | | | | | |
| 1.06 | Statutory Clearance Certificate details [Details to be enclosed] | <u>PAN No.</u> | <u>Income Tax</u> | <u>Prof. Tax</u> | <u>GSTIN</u> |
| 1.07 | Registration No. | <u>PF Reg. No.</u> | | <u>ESI Reg. No.</u> | |
| 1.08 | <u>Key person of the organization</u> | | | | |
| | Name | | | | |
| | Designation | | | | |
| | Contact Telephone No. Mobile No. | | | | |
| | Short Profile | | | | |
| 1.09 | Details of experience | | | | |

If you wish to give any further information, which will highlight your capabilities, kindly provide in Annexure in brief.

Office Seal

Signature

Date :

Name

Designation

A Govt. of India Enterprise) Extended W&D- Logistics Infrastructure
P43, Hide Road Extension, Kolkata,
West Bengal 700088

SCOPE OF WORK

- Feeding of stock data in system, Delivery of stock & Invoice generation in SAP.
- Preparation of Stock Reports as and when required, reconciliation of physical VS system stock, calculation of tonnage handled etc.
- Attending Custom's preventive officer for clearance of Bonded cargo and maintain proper Bond Register.
- Time to Time coordination with Kolkata Port to check and verify the railway bill deductions and raise of reimbursement bill to customers.
- Verify vendor's work details and maintain proper register for bill verification.
- Maintain container stock & daily report generation for empty container handling.
- Maintaining stock ledger of spare parts, diesel, lubricant, Slings etc. and reconciliation of the same to calculate the closing for accounts.
- Supervising unloading / loading jobs etc.
- Any other job assigned time to time.

Contractor Responsibility

- On receipt of verbal/written instruction from representative of the company, the agency should immediately depute the person and should promptly undertake the job.
 - Every working day representative should be available according to requirement during office hours. and depending upon the urgency of the work the respective person should complete the job within the day, if necessary staying beyond the working hours. In case of absence of the representative, the contractor should be in position to provide alternative so as to maintain seamless operation in the Unit.
 - The agency engaged for the assignment should be keeping upto date information of the person deployed by him so that work does not suffer due to lack of coordination /communication /absenteeism and any other reason what so ever.
 - Depending on the requirement, the company may advise the agency to undertake work during weekly off-days, holidays and on any shift or time. The agency should be prepared to undertake the assignment without any additional remuneration.
 - The representative of the agency should bear good moral and strictly obey the administrative rules of CFS/WD/Extended WD. The Agency shall be answerable for all complaints due to negligence, misconduct, malpractice on the part of any person engaged by the Agency. All persons employed by the Agency should carry identity card and their names should be informed to the company.
 - The persons engaged by the Agency shall not demand and/or seek any payment/gift or undue favour by way of influencing company's customer, indulge and/or encourage any corrupt practice.
 - The Agency shall remove/replace any of their employees or person who as per opinion of the company charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned job or considered undesirable as per the company.
 - The Agency shall take necessary instruction from no other person than the authorized/nominated person of the company and undertake the assigned work as per work guideline to be issued by the company from time to time.
1. The Agency should be capable to provide sufficient manpower as per requirement of the company for the job on all working days without any exceptions.
The contractor shall furnish the following documents in respect of the individual manpower who will be deployed by it before the commencement of work:
- a. Curriculum Vitae(CV) of the persons along with the certificates in respect of educational/professional qualifications etc.
 - b. Attested copy of matriculation certificate containing date of birth or any other certificate confirming the date of birth;
 - c. Certificate of verification of antecedents of persons by local police authority.
 - d. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph of the personnel.
 - e. The contractor shall ensure that the personnel deployed are medically fit for the scope of work. The contractor shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.

- f. The contractor shall provide Photo Identity Cards to the persons employed by him/her for carrying out the work. The Photo Identity Cards shall be provided by the contractor only. These cards are to be constantly displayed & their loss to be reported immediately to the contract agency and immediately new identity card to be issued.
2. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed. The persons deployed by the contractor with Balmer Lawrie Extended WD shall not have claims any Employer and Employee relationship against Balmer Lawrie Extended WD.
 3. The contractor shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. Balmer Lawrie Extended WD shall, in no way, be responsible for settlement of such issues whatsoever.
 4. Balmer Lawrie Extended WD shall not be responsible for any financial or other injury to any person deployed by service providing vendor in the course of their performing the functions/duties, or for payment towards any compensation.
 5. The persons deployed by the vendor shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of Balmer Lawrie Extended WD during the currency or after expiry of the contract.
 6. In case of termination of this contract on its expiry or otherwise, the persons deployed by the vendor shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in Balmer Lawrie Extended WD.
 7. STANDARD / QUALITY OF WORK

Balmer Lawrie representative with authority and responsibility shall be nominated to evaluate the work

- a. For inferior quality or incorrect execution of work, the in-charge of work will have the right to get the work rectified immediately. If the deficiencies continue to persist even after two written notices the contract will be closed and the contractor blacklisted
- b. If at any time during the performance of the contract the contractor encounters conditions impeding the due performance of his contract, the same shall be brought to the notice of the officer in charge of Balmer Lawrie in written and Balmer Lawrie will rectify all impediments so that the performance of the contractor is not hindered. If the work is not performed by any or all the manpower on any day/days in a month, deduction shall be made proportionately (per day basis) from the bills of the contractor for up to 3 days in a month per manpower (who have not performed the work) beyond which a penalty @ Rs. 500/-per working day for each manpower (who have not performed the work) shall be imposed in addition to proportional (per day basis) deduction. For the purpose of arriving at the daily rate, the monthly rate approved should be divided by 26 (or) inversely the monthly rate is arrived by multiplying the daily rate with 26,-where the daily rate is inclusive of the wages for weekly day of rest

This rate shall be used for the above deductions, and for the purpose of making proportional payment in case the manpower is not engaged for the whole month.

The Agency shall comply all statutory obligations including employment regulations in respect of all staff employed by them in executing the contract and shall settle all disputes with their employees and shall indemnify to absolve company of all liabilities to employment condition and also adequately safeguard company against any possible IR problem/claim including permanent/temporary disablement or death due to accident while on duty. The Agency will ensure that the services rendered are discharged by the employees engaged by them

1. Pre-Qualification Criterion

- **Vendor/bidders must have valid registration of PF and ESI (copy to be attached).**
 - **The person to be deployed shall be holding minimum academic qualification -Class 12 pass (Self attested Pass Certificate to be enclosed) with adequate Computer literacy and typing capability and relevant working experience (Bio- data/CV to be attached with the Tender Document). Computer literacy means**
 - a. **Use of MS office(Word,Excel ,powerpoint etc) and any database**
 - b. **Communicating via e-mail**
 - c. **Fundamentals of computer & Use of operating systems**
- Bidder has to submit certificate obtained from Central govt /State govt institutes in computer education in the name of the candidate. Recognized private institutes certificate can also be**

given and institutes conducting courses with recognized state colleges/universities will also be accepted

- Age of the candidate should be minimum 22 years (Enclosed birth certificate proof(Class X or Madhyamik Certificate showing Date of birth)
- Bidder should be registered vendor with BL CFS, Kolkata or with any other unit of BL.
- Bidder should have GST registration No.
- Bidder's experience proof in similar job : Copy of one work order/purchase order with completion certificate of value not less than ₹ 1.85 Lakhs or two work orders/purchase orders with completion certificates of value not less than ₹ 1.15 Lakhs or three work orders/purchase orders with completion certificates of value not less than ₹ .95 lakhs in the proceeding 3 years starting from 31.03.2019
- Bidder should upload signed tender document in the e-procurement platform
- Bidder should upload annual turnover certified by CA for the three years preceding 31.03.2019. If bidder has different activities then the turnover related to the tendered job has to be certified by a CA (Chartered Accountant)

If the bidder is unable to upload the documents due to the voluminous nature of the documents the hard copies of relevant documents should be sent to the Kind Attention of

Shri Subhangkar Banik
Manager (Commercial)
Balmer Lawrie & Co. Ltd.
Container Freight Station
P-3/1 Transport Depot Road
Kolkata-700088

Kindly note price bid is to be submitted online only. If price bid is given in hard copy or by e-mail bid will be summarily rejected.

2. Special Terms

- I. The person to be deployed must possess mobile for taking instructions and report of his job on time to time.
- II. The person should report and available at our office at General Shift duty and also may be extended as and when required or may be called on Sunday/Holiday without any extra remuneration
- III. Any other relevant activity which may be required from time to time have to be discharged by him.
- IV. The cost of any accessories to be borne by Balmer Lawrie.

3. Earnest Money Deposit

4. **Security Deposit /Performance Bank guarantee (PBG)** equivalent to one months Basic contract value in favour of Balmer Lawrie & Co Ltd has to be submitted within 2 days of receipt of LOI/Work Order whichever is earlier from a scheduled bank of India of repute.The PBG should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor.In case of extension of the contract the validity of the PBG shall be extended for the period and shall remain effective till 60 days beyond the extended period for completion of contractual obligations. The proceeds of the above Performance Security shall be payable to the Balmer Lawrie as compensation. for any loss resulting from the contractor's failure to complete his obligation under the contract . If the contractor fails or neglects to perform any of his obligation under the contract it shall be lawful for Balmer Lawrie to forfeit either whole or any part of the security deposit / PBG furnished by the contractor after issuing "SHOW-CAUSE" Notice to the contractor .All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security deposit/ PBG or from any sum which may be due or may become due to the contractor by Balmer Lawrie on any account whatsoever and in the event of this security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor. In case of breach of any terms and condition of this tender conditions or failure to comply with the work order, the Performance Security is liable to be forfeited by Balmer Lawrie .If the contractor duly performs and completes the contracts in all respects. Balmer Lawrie shall refund the Security

Deposit/PBG to the contractor after deducting all costs and other expenses that Balmer Lawrie may have incurred for making good any-loss due to any action attributable to the contractor which Balmer Lawrie is entitled to recover from the contractor. Security Deposit/PBG will be refundable only after full settlement of final bill for the works executed under the contract

5. Validity of offer

The offer should be valid for 60 days from the due date of the tender and the rates once submitted shall not be changed/varied/added/alterd during this period.

6. Placement of order : Purchase order will be based on overall L1 rate at the discretion of Balmer Lawrie. If there is a tie between bidders on L1 rate then the bidder with the highest average turnover for the preceding 3 years submitted during tender will be selected as L1. Here the turnover will be taken for the tendered job

7. Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

For Further clarity in this regard a table is furnished below:

| Type of Tender | Price Quoted by MSE | How to Finalize the Tender |
|-----------------|--------------------------|---|
| Can be split | L1 | Full Order on MSE |
| Can be split | Not L1 but within L1+15% | 25% order on MSE subject to matching L1 price |
| Cannot be split | L1 | Full Order on MSE |
| Cannot be split | Not L1 but within L1+15% | Full Order on MSE subject to matching |

Kindly note this is a no split tender

8. Period of contract

The contract will be for a period of 15 months only. However, BL reserves the right to foreclose the contract with a notice period of 3 months.

9. Payment Terms

Payment will be made within 15 days from the date of submission of monthly bills provided the same are correct in all respect supported by

- a. **Certified attendance sheet/electronic record maintained by contractor, satisfactory work completion from officer in charge**
- b. **Job requisition slips for additional work and duly certified by officer in charge / HR in-charge of the unit.**
- c. **Proof of remittance to PF & ESI and other statutory payments.**
- d. **The monthly invoice for the charges should be accompanied by a certificate of compliance to the Statutory Acts.**

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. 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.

10. Rate :

The rates should be quoted against the items mentioned in enclosed **Annexure –I** and shall be inclusive of all taxes and duties etc. except for GST which shall be paid extra (as applicable).

11. Statutory compliance:

It shall be responsibility of the contractor to ensure that he conforms to the various provisions of numerous statutory Acts as indicated below wherever applicable in respect of contract labour to be engaged by him. He shall also indemnify the Company against all losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property/company employees whatsoever, arising out of the execution of the work/carrying out of the contract. The contractor shall also indemnify the Company against claims or losses arising on account of non compliance of statutory provisions or for any reason whatsoever in respect of the various Acts mentioned below or any other Act not mentioned hereunder which are relevant and applicable in the context :

- Contract Labour (Regulations & 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
- Labour Welfare Fund.

12. Labour Laws

- A No manpower below the age of eighteen (18) years or above sixty years(60) shall be employed on Work.
- B Contractor shall not pay less than what is provided under Law to manpower engaged by him on Work.
- (iii) Contractor shall at his expense comply with all Labour Laws and keep BL indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

13. Right to accept/reject the tender

The company reserves the right to reject any or all the tenders without assigning any reason.

14. 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 contractor/successful bidder.

15. Indemnity

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 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. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new technology/ procedure etc for carrying out its tasks efficiently and effectively and for serving its customers better..

16. Termination

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract/ damage to Balmer Lawrie property and reputation by doing misdeeds by the Contractor personnel Company reserves the right to terminate the contract without notice.

17. 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 non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

18. 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 Chairman & Managing Director, Balmer Lawrie & Co. Ltd. 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.

19. 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 Balmer Lawrie premises.

It is clearly understood that the employee engaged by the Contractor are his own workmen and not employees of the Company. Contractors 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.

- 20. Pre-employment medical test & report:** Contractor should have to conduct the Pre-employment medical test of selected employee in line with BL requirement & report to be submitted before actual deputation at site.
- 21. Address verification:** Contractor should have to submit the address verification report as per BL guideline before actual deputation of Manpower.
- 22. Basic PPE & tools to be provided to the entire deputed person as per their job profile:** Contractor should have to provide safety shoe, & Helmet,.Any other specific & special PPE & tools tackle shall be provided by BL during the job.
- 23. Dispute/issue:** Contractor shall have to resolve any dispute or issue of self or their employee amicably Through Discussion. In case of any major issue the same need to be discussed with Plant Manager and Unit HR only. No external influence shall be used at any circumstances to resolve the same. In such cases contact will be terminated at any stage.
- 24. Tiffin, Lunch, Local transportation or any other pay & perks:** Contractor shall have to borne all these

expenditure in respect of their employee/manpower for deputation at site. If the contractors personnel avail of such facilities at Balmer Lawrie suitable deduction will be made by admin/hr from the bills as per the decision of administration/HR department of Balmer Lawrie

25. Tender for registered approved contractors only: The Responses/offer from registered/approved contractors alone will be accepted and that other interested contractors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.

26. 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 from our website www.balmerlawrie.com

27. RATES AND OTHER ENTRIES

(a) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

(b) The rate should be quoted considering all statutory payments for the entire duration of the contract

28. Negotiation- Balmer Lawrie reserves the right to negotiate with the L1 bidder Only

Signature

Name with Designation

Date with Office Seal

Annexure - I



BALMER LAWRIE & CO. LTD
(A Govt. of India Enterprise)
Extended W&D- Logistics
Infrastructure,
P-43, Hide Road Extension
Kolkata, West Bengal – 700088

RATE SCHEDULE PRICE SCHEDULE

Price Bid is to be submitted online only

| Sl. No. | Description of Work | Qty | Unit | Rate (₹) | Total Amount (₹) | GST Rate (%) | Final Amount (₹) | |
|---------|--|-----|--------|----------|--------------------------|--------------|------------------|--|
| 1 | Cost of Services as per the Scope of Work and in Compliance with General Terms and Conditions of contract. | 15 | Months | | DO NOT QUOTE HERE | | | |
| | | | | | | | | |

Annexure B

HSE Clause

- A.** a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

List of safety violations and penalty clause for the same

B. The list of safety violations have been classified in the following categories :

| Category | Details of Violation |
|------------------------------|--|
| Minor violation | Annexure-1 |
| Subsequent-Minor violation | Annexure-1 |
| Major violation | Annexure-2 |
| Subsequent-Major violation | Annexure-2 |
| Fatal / Permanent disability | High risk violations / Lapses leading to Fatality / Permanent disability |

1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.
3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

C. The penal actions for different types of violations will be as under :

| Category | Description of violation | Penalty per violation |
|------------------|--------------------------|-----------------------|
| Minor | As listed in Annexure-1 | Rs.500/- |
| Subsequent-Minor | As listed in Annexure-1 | Rs.1000/- |
| Major | As listed in Annexure-2 | Rs.5000/- |
| Subsequent-Major | As listed in Annexure-2 | Rs.10,000/- |

| | | |
|------------------------------|--|--|
| Fatal / Permanent disability | High risk violations / Lapses leading to Fatality / Permanent disability | *Rs.1,00,000/- or 10% of contract value whichever is lower. ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee |
|------------------------------|--|--|

MODE OF DEDUCTION OF PENALTY

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Department for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1st violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority to the within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly

ANNEXURE - I

MINOR VIOLATIONS

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation

7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydramac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding)violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

ANNEXURE – 2

MAJOR VIOLATIONS

1. Using bamboo/or other non standard material for scaffolding.
2. "Permit to work" not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

ANNEXURE C
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> EMD, If applicable will have to be deposited online. **MSE Vendors 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.** 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/e-mail**

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 are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

| HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)) | | | |
|---|--------------------|--|----------------------|
| OFF HOURS & HOLIDAY SUPPORT Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos. Please email your issues before your call helpdesk. This will help us serving you better. | | | |
| Contact Nos. and email IDs for Balmer Lawrie helpdesk officers | | | |
| Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001 | | | |
| Balmer Lawrie e-Tendering Support Staff: | | | |
| Nodal officer [For Escalation]: C1 India Mr. Ritabrata Chakraborty (PM), Contact Details: +91 8697910411, E-mail- ritabrata@chakraborty[at]c1india[dot]com | Name | E-mails | Phone Numbers |
| | 1. Mr. Tuhin Ghosh | tuhin@ghosh[at]c1india[dot]com | +91-8981165071 |
| | 2. Mr. Tirtha Das | tirtha@das[at]c1india[dot]com | +91-9163254290 |
| | 3. Mr. Ravi Gaiwal | ravi@gaiwal[at]c1india[dot]com | +91-022-66865633 |
| | 4. Mr. Ujjal Mitra | ujjal@mitra[at]c1india[dot]com | +91-8986678058 |

1.2 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.

1. 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.
- No bids will be accepted physically or by post.
- 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.
- 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.

2. 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 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.