

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-01-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-01-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Balmer Lawrie And Company Limited
संगठन का नाम/Organisation Name	Balmer Lawrie And Company Limited
कार्यालय का नाम/Office Name	East
वस्तु श्रेणी /Item Category	Custom Bid for Services - Printing and Supply of Pre-Printed Customized Stationery, Registers, Forms, Envelopes, Gate Passes, and Office Consumables for CFS, Dock, and Warehouse Operations
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Paper-based Printing Services
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	5000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

CFS Kolkata
Balmer Lawrie and Company Limited, Ministry of Petroleum and Natural Gas
(Balmer Lawrie And Co Ltd)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PRICE BREAKUP - [1768476485.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1768476499.pdf](#)

Payment Terms:[1768476505.pdf](#)

GEM Availability Report (GAR):[1768476513.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1768544451.pdf

Custom Bid For Services - Printing And Supply Of Pre-Printed Customized Stationery, Registers, Forms, Envelopes, Gate Passes, And Office Consumables For CFS, Dock, And Warehouse Operations (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Printing and Supply of Pre-Printed Customized Stationery, Registers, Forms, Envelopes, Gate Passes, and Office Consumables for CFS, Dock, and Warehouse Operations
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Biplob Chakraborty	700088,P-3/1, Transport Depot Road , Kolkata -700088, West Bengal	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Balmer Lawrie & Co Ltd
payable at
Kolkata

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Balmer Lawrie & Co Ltd
payable at
Kolkata

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Balmer Lawrie & Co Ltd
Account No.
33105122876
IFSC Code
SCBL0036008
Bank Name
STANDARD CHARTERED BANK
Branch address
19 N S ROAD KOLKATA-700001

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Section 1: Mandatory Qualification Criteria (MQC) for tenderer

Prequalification Criterion

Tenderer who wishes to bid should conform to the following Mandatory Qualification Criteria as of Tender Publication Date. Price bid opening will be done only for the tenderers who comply with the Mandatory Qualification Criteria.

1) Bidders must submit Interest Free Earnest Money Deposit (EMD) of Rs. 5,000/- (Five Thousand only), either by way of valid Pay Order/ valid Demand Draft/ Online Payment through IMPS/ NEFT/ RTGS fund transf

er/ Internet Banking as per details provided in Bid document. Note: Registered MSEs (Micro and Small Enterprises) shall be exempted from the requirement of submitting the Earnest Money Deposit (EMD).

2) Bidder should have minimum Average Business Turnover of Rs.3 Lakhs per financial year during last three years, preferably from related business as mentioned in the tender. The tenderer must submit Audited Balance Sheet and Profit & Loss Statement or CA Certified Turnover Statement for last 3 years with UDIN on them. If financial accounts for the year ending 3 years ending 2024-25 not audited yet, then the tenderer should submit Balance Sheet and Profit & Loss Statement CA Certified Turnover Statement for last 3 years ending 2023-24 with UDIN on them.

3) The tenderer/bidder should have the following minimum values in "Similar Works" during past seven (7) years ending last day of month previous to the one in which tenders are invited:- .

3 similar completed work each costing not less than ₹ 3 Lakhs or

2 similar completed works each costing not less than ₹ 4 Lakhs or

1 similar completed work costing not less than ₹ 6 Lakhs

"Similar Works" means Experience in Supply of Printed Stationery Items.

Copy of work orders / completion certificates from clients in India should be enclosed as supportive documents.

4) The bidder must submit copy of GST Registration Certificate.

5) The bidder should not have been blacklisted in any of the PSUs / Govt. Department., and a self-certification to this effect would need to be provided on contractor's letter head.

6) Bidder must submit declaration on financial standing stating that bidder is not under liquidation, court receivership or similar proceedings, bankrupt.

7) Valid Trade License needs to be mandatorily submitted showing presence of bidder's Office at Kolkata or its adjacent municipalities. Office location at Kolkata or its adjacent municipalities is must for this job.

Note:

Balmer Lawrie reserves the right to verify the documents submitted by the bidder with the respective issuing authority. If, during such verification, any statement is found to be false or misleading, the bid will be rejected without any further reference or notice to the concerned bidder.

For any Bid related queries Bidders are requested to kindly contact below.

1. R. Raghupathi- Associate Vice President (CFS) M- 9600155545 E- raghupathi.r@balmerlawrie.com

2. Biplob Chakraborty- Executive (HR) M- 94345 89374 E- chakraborty.b@balmerlawrie.com

Section 2: Interpretation of General Conditions of Contract

1. General

The following general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. and shall be considered as an extension and not in limitation of the obligations of the Contractor.

2. Discrepancy in Tender Document

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the tenderer shall bring it to the notice of the BL Officer for necessary clarification / action. In the event such matters are referred to later the decision of the BL Officer directing the manner in which the work is to be carried out shall be final & conclusive and the tenderer shall carry out work in accordance with this decision.

3. Tenderer

The tenderer means the firm or company with whom the order is placed and shall be deemed to include the tenderer, successors, representatives, heirs, executors and administrators.

Section 3: General Instructions to Tenderer

1. Ethical Standard

A. Tenderer are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, BL will reject the proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process

(iii) "Collusive practice" means designs to establish bid prices at artificial, non-competitive levels to deprive BL of the benefits of competition.

B. Tenderer should not have been blacklisted by any CPSE/ Central Government Organization. A declaration in this respect must be submitted by the tenderer on their letter head duly signed by the Authorized Signatory of the tenderer.

2. Clarifications of bidding documents

Tenderer can seek any clarification on RFQ document through written mail to BL as per the Pre-Bid Clarification Dates mentioned in this tender, clearly mentioning the tenderer name, tender no., BL may at its sole discretion amend the RFQ Documents at any time prior to the deadline for submission of RFQ bid. However, in case of such amendment, the RFQ submission date may be extended at the discretion of BL. Amendments made prior to submission of RFQ bid will be provided in the form of Addendum/ Corrigendum to the RFQ Documents.

3. Conditions for bid submission

The tenderer shall upload their e-bids in the Scan Photo Copies prescribed in the RFQ documents. The tenderer shall sign on the statements, documents, certificates, owning responsibility for their correctness and authenticity.

Extension of RFQ bid submission:

BL may, at its discretion, extend this deadline for submission of RFQ bids, in which case all rights and obligations of BL and tenderer will thereafter be subject to the deadline as extended. Information on deadlines would be published in the site where the tender has been published.

4. Bid Price

The e- bid price must be prepared in accordance with the instructions specified below:

a. The price bid should be completed as per the price bid format only in ONLINE MODE in PDF format. Price bid should be quoted only in e-procurement site as per format mentioned in Annexures.

b. The total price must include all incidental costs associated with the provision of goods and services including travel, transportation, communications, fees, license cost, cost of service from 3rd party for requested integration etc. imposed on the tenderer in India or any other country. There should be no other hidden costs for items quoted & no additional expense would be borne by Balmer Lawrie except quoted price. The offer must be made in Indian Rupees only and the offer should include all other charges, if any. Applicable taxes should be separately disclosed.

c. The Quoted commercial / Rates by the tenderer should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, services, components and labour cost till the validity of the contract period.

d. The bidder should also be in a position to provide additional Car as and when required by Balmer Lawrie within 12 hrs of notice at same agreed rate per shift of Primary Car.

5. Validity of Offer

The Quoted commercial / Rates by the bidders should be kept valid for acceptance for a minimum period of One Hundred Eighty (180) days from the due date for submission of the tender. The rates once submitted shall not be changed/varied/added/alterd during this period.

6. Modifications and withdrawals of bids

The tenderer may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by BL prior to the deadline prescribed for bid submission as mentioned in Tender Document.

7. Bid opening

Opening of Bids by BL The tender will be opened on the same day or the day appointed for the same by BL .

Offers received from NON MSE Bidder without EMD, wherever applicable, shall be rejected.

8. Preliminary examination of bids

a. BL will examine the bids to determine whether they are complete, whether the documents have been properly signed & stamped, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the Bidding Documents will be rejected by BL and shall not be included for further consideration.

b. Prior to the detailed evaluation, BL will determine whether each bid is complete, and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents.

9. Clarifications

During the bid evaluation, BL may at its discretion, ask the tenderer for a written clarification of its bid, which the tenderer is bound to provide within specified time, failing which BL may at its discretion reject the bid.

10. Award of Contract/ Purchase Order

a. Balmer Lawrie reserves the right to accept or reject any first (original) or updated bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or any obligation to inform the affected tenderer of the grounds for such a action.

b. BL may at its own discretion cancel the tender without assigning any reason to the tenderer.

c. Contract will be awarded to the vendor who quotes the overall lowest price.

11. Commencement of Work (BL Intends to issue Order / Contract to the successful tenderer)

The Contractor shall provide the service / material on specific intimation from Balmer Lawrie in writing or the time indicated in the PO and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order / Contract, Balmer Lawrie, at its sole discretion will have the right to cancel the Order / Contract.

12. Bid Evaluation Criteria

a. In case of dual bids, BL will evaluate the technical bids on the basis of MQCs or Mandatory Qualification Criteria set out in the NIT documents

b. BL will examine the bids to determine whether the bids are complete as per checklist and / or as per requirements of Bidding Document.

c. BL will examine the bids to determine whether they are complete, whether the original bidding document and Addendum / Corrigendum if any, have been returned with signed all the pages and the bids are generally in order.

d. BL will examine the tenderer's qualification and bids of only those tenderers who meet the qualifying requirements shall be taken for detailed evaluation.

e. The bids are required on ZERO DEVIATION. Techno-commercially acceptable Bids shall be considered for Price Bid opening and evaluation

f. The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance

g. It shall be ensured that the lowest bid /offer is justifiable looking at the prevailing market rates of the goods /services

13. Expenses to be borne by tenderer

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by tenderer. BL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.

14. Termination of the Contract

This Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the BL has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.

The contract can be terminated by either party by giving 30 days' clear notice in writing. Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract, or any part thereof, with immediate effect by giving a written notice to the tenderer if:

- The tenderer fails to provide goods/services or contractual obligations in accordance with the provisions of the contract.
- The tenderer suspends the performance of all or part of the contract, or
- The tenderer abandons the contract, or
- The tenderer becomes bankrupt or goes into receivership or liquidation or makes an assignment for the benefit of his creditors.
- If the tender committee comes to know of subsequent developments during the course of the performance of the contract which is ultra vires the declarations given (within Annexures), at the point of award of the contract, BL reserves the right to take discretionary measures for continuation or otherwise of the contract.

In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices etc.), shall be released to them.

15. Language of Bid

The bid, prepared by the tenderer, including all correspondence etc. relating to his offer/ bid shall be in ENGLISH language only.

16. Transfer of bid document

Transfer of bids submitted by one tenderer to another tenderer is not permissible.

17. Invoices and Payments

a. The Contractor's request for payment shall be made to Balmer Lawrie in writing, accompanied by an invoice for the services rendered or material supplied describing, as appropriate, the milestone completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract. The Contract Price shall be paid in Indian Rupees in accordance with the payment schedule.

b. The tax element applicable from time to time to be shown separately in the invoice.

c. Payments shall be made promptly by Balmer Lawrie, but in no case later than 30 days after submission of an original invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.

d. Payment will be done by NEFT mechanism only.

e. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.

f. BL may at any time by a written order given to a tendering party, make changes within the general scope

e of the contract related to terms & references, enlarging or reducing the scope or specifications. If any such change causes an increase or decrease in the cost of, or time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall be amended accordingly.

g. Payment will be made provided the submission of bills are correct in all respect supported by copy of relevant portion of Log Book as stated above and job requisition slips for additional work and duly certified by Officer-in-charge of the company. Appropriate tax [if applicable] will be deducted from the bills as per statutory regulations.

18. Performance Bank Guarantee (PBG)/ Security Deposit (SD)

An interest free Performance Security Deposit of 3% of the initial contract value in the form of Pay Order / Demand Draft or Bank Guarantee or through on-line Bank transfer in NEFT/RTGS/IMPS mode is required to be submitted by the successful bidder to cover loss / damage of material / container / property during handling of cargo at CFS, lack of interest to perform as per work instruction or failure to perform etc. The form at for the Bank Guarantee will be provided by the company. The SD Shall be returned to the bidder after 3 months of expiry of the contract.

Section 5: General Terms and Conditions

1. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:

a. Balmer Lawrie & Co. Ltd shall mean a Company registered under the Indian Companies Act 1913 having its Registered Office at 21, N.S Road, Kolkata 700001 and its Authorized Officers or other Employees authorized to deal with this contract.

b. "TENDERER" shall mean the individual, or firm who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assignees.

c. "SITE" shall mean the place or places, including project site, where the system will be delivered and installed.

d. " CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to tenderer, etc.

e. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Balmer Lawrie and incorporated in the Agreement.

f. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirements, etc., pertaining to the work and any other relevant reference in the Tender Document for which the tenderer is required to submit their offer.

g. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.

h. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of Balmer Lawrie.

i. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2. Complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor at his declared address or to his authorized agent / representative, either through physical mode or electronically.

3. Risk Purchase:

Balmer Lawrie reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

a. If at any time during the validity of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision

on shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor.

b. To recover any money due from the Contractor, from any moneys due to the Contractor

c. To claim compensation for losses sustained including Balmer Lawrie's supervision charges & overheads in case of termination of Contract.

4. Observance of Local Laws:

a. The Contractor shall comply with all applicable Laws, Statutory Rules, and Regulations, etc.

b. The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.

c. The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff deployed.

5. Force Majeure:

a) The following shall amount to force majeure conditions: -

Acts of God, act of any Government, war, blockades, sabotage, riots, civil commotion, insurrection, terrorist acts, acts of public enemy, flood, storms, washouts, fire, explosion, landslides, lightning, cyclone, earthquake, epidemics, quarantine restrictions, arrest and restraints of the Government, necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.

b) If the Contractor undergoes delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.

c) The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BL as to whether the deliveries have been so resumed or not shall be final and conclusive.

d) Force Majeure conditions will apply on both sides.

6. Prevention of Corruption

a. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid.

b. Balmer Lawrie shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with Balmer Lawrie or for showing or intending to show favour or disfavour to any person in relation to the contract with Balmer Lawrie, if the like acts shall have been done by any persons employed by him or acting on his behalf, whether with or without the knowledge of the Contractor, in relation to this or any other contract with Balmer Lawrie .

7. Arbitration

Jurisdiction, Governing Law and Arbitration Clause :

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

Dispute Resolution: All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities und

er it of the parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by the Balmer Lawrie & Co. Ltd. to the vendor and the arbitrator shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. Subject to the above clause, parties irrevocably submit to the exclusive jurisdiction of the Courts at Kolkata only and waive any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any Court or other competent authority, insofar as such waiver can validly be made under the applicable law.

AMRCD Clause:

"Any dispute, question, claim or difference arising out of or concerning this Agreement between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavours to settle the same amicably. In case the mutual negotiation fails, the dispute shall be referred to Administrative Ministry for Resolution of CPSEs Disputes (AMRCD), wherever applicable.

If any dispute or difference relating to the interpretation and application of any provision of this agreement remains unresolved, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018."

The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

8. Indemnity:

The Contractor shall indemnify and keep indemnified Balmer Lawrie of all losses, claims, etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

9. Discrepancy in Words & Figures quoted in offer

Where the amount is stated differently in words and figures - the amount written in words shall be the amount undertaken to be quoted in offer.

10. Anti-Profiteering Clause

Section 171 of CGST Act, 2017, provides that any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits to BL while quoting their price during the execution of the contract.

11. Payment Schedule

Payment will be made within 30 days from the date of submission of bills supported by duly signed challans, provided that bills are correct in all respect and duly certified by Officer-in-charge of the Company. On receipt of such Bills from the vendor, the same will be processed for payment after making necessary deduction towards dues, penalty, income tax, risk & cost, deposit of statutory deduction etc.

Note: All payments will be made in Indian Rupees

12. Price

Tenderer shall quote a firm price for the total goods/services deliverable giving applicable tax breakup which includes implementation, travelling and accommodation (if any). Balmer Lawrie may ask for the activity wise break-up of the price after opening the price bid. No additional expense would be borne by Balmer Lawrie except the quoted price.

13. Contract Period/ Delivery Timeline

The tendered quantities shall be supplied on a staggered basis, as-required basis as specified by the Purchaser. Any defective or sub-standard items shall be replaced by the Supplier at no extra cost, or the cost thereof shall be deducted from the bill. Upon exhaustion of the tendered quantity, the contract may be extended or a repeat order placed once for a similar quantity and value, subject to applicable procurement procedures.

Note: Individual item quantities may be interchanged based on business requirements, provided the total value of the awarded contract is not exceeded.

14. Penalty due to non-performance / Penalty for late delivery/ Liquidated damages

It is clearly to be understood by the Contractor that the vehicle as necessary will be supplied by them within specified time as stipulated by the Company and will be in full working conditions. Any failure on their part either in providing equipment or delay in performing assigned work, may warrant Company without any prejudice to arrange for the services from any other source at additional cost over the above the rate stipulated in the rate schedule, which will be recovered from the contractor by adjusting from their pending bills or by way of receiving direct payment. This clause being termed as "risk and cost" for sake of simplicity. This will also affect their Share of Business.

In case of claim by customer towards demurrage/detention etc. due to non-performance or delay in performance on the part of the Contractor, the same will be recovered by the Company from the Contractor.

In case of occurrence of such incidence more than once during any consecutive 30 days, the Company will have the option to terminate the contract without prejudice to any other recourse after issuing one warning notice and will forfeit the security deposit / or encash Performance Guarantee Bond. Non enforcement of this clause does not prejudice the Company's future course of action or leaving any sort of penalty or damages.

During execution of work if any damage occurs to the property of Company and/or its customer due to negligence on the part of the contractor, the amount of damage/cost of repair/replacement will be recovered from the contractor's bills.

In absence of timely and proper performance by the contractor, the Company 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 contract. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements at available market rate and the same shall be debited to the contractor. This will be without prejudice to the rights of the Company for any other action including termination, forfeiture of security deposit etc.

The contract would not restrict the right of Company to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.

15. Negotiations

Balmer Lawrie reserves the right to negotiate with the overall L1 bidder, irrespective of whether the bidder is an MSE or Non-MSE. Negotiations shall be conducted only in exceptional circumstances and should not be treated as a routine practice. It is to be noted that the overall L1 bidder may not necessarily be the lowest (L1) in all individual line items. In such cases, they may also be requested to revise their quoted prices in line with prevailing market conditions.

16. Evaluation of Bids

The bidder who quotes the overall Lowest rate (inclusive of GST) after considering all items of work as given in the price bid schedule will be deemed as L1. For each individual item of work, the estimated quantity will be multiplied by the rate quoted by the bidder and the summation of individual item value is the overall value quoted by the bidder. It is expected that the bidder will quote for all items of work. For any item of work, if the bidder does not quote, then, for the purpose of arriving at the total value of one bidder's quote, the highest rate quoted by other bidder against the specific item of work for which the bidder did not quote will be applied. It is therefore recommended that the bidders, to ensure that their quote is most competitive, do not miss to quote for any item of work.

The quantities indicated in the price bid schedule are estimates and the actual requirement may be quite different from the estimates which will depend on market forces, competition etc. The individual line items can be interchanged as per business requirement.

The Price Bid must be duly filled in all item-wise BOQs by the respective bidders. In case any bidder fails to

quote for any item, the highest rate quoted for that particular item by other bidders shall be considered for evaluation purposes.

17. Purchase preference to Micro and Small Enterprises (MSEs):

As this is a NO-Split tender therefore, if L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 10 0% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Balmer Lawrie & Co Ltd
payable at
Kolkata

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Balmer Lawrie & Co Ltd
Account No.
33105122876
IFSC Code
SCBL0036008
Bank Name
STANDARD CHARTERED BANK
Branch address
19 N S ROAD KOLKATA-700001

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

10. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

SCOPE OF WORK

Supply of stationary with the following specifications:

1. Tenderer shall supply the requisite items within 72 hours of placing requisition.
2. No price escalation in the scheduled item rates for cost of materials /labour charges etc shall be entertained during the tenure of contract.
3. No additional Transportation charges would be paid. Price to be quoted on FOR basis.

4. Statutory deductions will be levied as applicable. Rates should be quoted exclusive of Taxes. Taxes should be mentioned separately. GST if any shall be paid by BL extra at prevailing rate.

5. Bidders are requested to see the samples for the BOQ items by visiting our office at Balmer Lawrie CFS Kolkata, P-3/1 Transport Depot Road Kolkata-700088 from 3:00pm-4:00pm on weekdays only. No visit shall be allowed on Saturdays, Sundays and Public holidays.the same.

List of Items to be delivered on Staggered Basis

SI. No.	Item Description	Estimated Qty (for 1 year)	Unit
1	Job File[Light Blue Colour] - IMPORT *	10,000	Nos.
2	Job File[Yellow Colour]- EXPORT	6,000	Nos.
3	Job File[Pink Colour]- BOND	500	Nos.
4	Truck/Trailer Entry/Exit gate pass (100 sheets in a book)	500	Nos.
5	Work Instruction Sheet/Appraisal Book(100 sheets in a book)	1000	Nos.
6	Export LCL unloading sheet (100 sheets in a book)	700	Nos.
7	Manual Exit Pass (Red Colour) (100 sheets in a book)	50	Nos.
8	Daily Permit Application Form-1000 sheets in a book	10	Nos.
9	Form-1[a/c HDC]-50 sheets in a book *	40	Nos.
10	Form-2[a/c HDC]-50 sheets in a book	40	Nos.
11	Form-2[a/c KDS]-50 sheets in a book	10	Nos.
12	Gate Pass-CFS-100 sheets in a book	20	Nos.
13	Form-I B(as per sample)-100 sheets in a book	20	Nos.
14	Form-II B(as per sample)-100 sheets in a book	20	Nos.
15	Gate Pass-2 part(as per sample)-50 sheets in a book	100	Nos.
16	Survey Slip Dock to CFS(50 sheets per book)	300	Nos.
17	Import Delivery Order(Dock to CFS-50 sheets per book)	50	Nos.
18	EIR copy(50 sheets per book) *	20	Nos.
19	Gate Pass-Inward Red Colour-100 sheets in a book	1000	Nos.
20	Work Permit-100 sheets in a book	6	Nos.
21	Money receipt cum gate pass - 50 sheets in a book (4 page in a sheet)	100	Nos.
22	Diesel Register (For WD) (100 pages/register)	8	Nos.
23	Gate Pass (For WD)-100 sheets in a book	50	Nos.

24	Truck/Trailer Entry/Exit gate pass-100 sheets in a book (For WD-EXTN)	100	Nos.
25	A6 Paper (500 Page bundle)	24	Nos.
26	Visitor Slip-100 Pages/Book	50	Nos.
27	Name of Party Entry Register for 4 No. Gate(100 pages/register)	75	Nos.
28	Name of Visitor(Register)(100 pages/register)	50	Nos.
29	Name of CHA Associate Register(100 pages/register)	50	Nos.
30	Contract Associate Register(100 pages/register)	50	Nos.
31	Gate Pass-2 part(as per sample)-50 sheets in a book	15	Nos.
32	IGR Form-2(2 part as per sample-50 sets in a book)	5	Nos.
33	Material Issue book(50 Page per book)	10	Nos.
34	Log book	10	Nos.
35	Diesel Register	4	Nos.
36	Bin Card	200	Nos.
37	Leave Application Form [Non-Officer]-100 sheets in a book	1	Nos.
38	Brown clothing Env.A4 - 100 pcs in a packet	4	pkt
39	Brown clothing Env. A3 - 100 pcs in a packet	4	pkt
40	Brown non- clothing Env.A4 - 100 pcs in a packet	4	pkt
41	Visiting Card - 100 pcs in a case	40	Nos.
42	White Printed Env. 9" x 4"- 100 pcs in a packet	10	pkt
43	Green Printed Env. A4 - 100 pcs in a packet	40	pkt
44	Green Clothing Printed Env. 6" x 3.5" - 100 pcs in a packet	10	pkt
45	Printed Normal Env. A4 -100 pcs in a packet	10	pkt
46	Stationery requisition pad - 50 sheets in book	100	pkt
47	Lace File - Thick Quality Green Colour	1000	Nos.
48	Letter Head [Medium] Executive bond paper -100 sheets in a packet	60	pkt
49	Car requisition pad- (100 sheets in a book)	500	Nos.
50	Medical reimbursement form (Non-Off) - 100 sheets in a book	100	Nos.
51	Regularisation of Attendance - 100 sheets in a book	50	Nos.
52	Registered A/D card- 100 pcs in a packet (pink)	1	pkt
53	Tracking register for Customs document (100 pages per book)	10	Nos.

54	Purchase order register (100 pages per book)	5	Nos.
55	Register (Misc.) (100 pages per book)	10	Nos.
56	Transparent Separator for document	100	Nos.

Note: The tendered quantities shall be supplied on a staggered basis, as-required basis as specified by the Purchaser. Any defective or sub-standard items shall be replaced by the Supplier at no extra cost, or the cost thereof shall be deducted from the bill. Upon exhaustion of the tendered quantity, the contract may be extended or a repeat order placed once for a similar quantity and value, subject to applicable procurement procedures. Individual item quantities may be interchanged based on business requirements, provided the total value of the awarded contract is not exceeded.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---