

# 5, J. N. Heredia Marg, Ballard Estate, Mumbai- 400001, India

# NOTICE INVITING TENDER

Tender No. BL/MUM/201819/003 dated 12 June 2018

Due date of Tender: 22 June 2018 at 11.00 am Opening of Price Bid: 22 June 2018 at 11.30 am

Online e-bid are invited from registered vendors for **"Providing Annual Maintenance for Air Conditioners and VRF HVAC System"** at its Office establishments, Guest Houses and Housing Complex at Nerul.

The tender document can be downloaded from www.balmerlawrie.com

# The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e. bidding

Balmer Lawrie & Co. Ltd.	C1 India Pvt. Ltd.
Regional HR Department	603, Coral Classic, 20 <sup>th</sup> Road,
5, J .N. Heredia Marg, Ballard Estate	Near Ambedkar Park, Chembur
Mumbai – 400 001.	Mumbai- 400 071
Contact Persons: 1. Ms. Beryl D'Silva Mob.09867178291 Land Line No.022 66361224 Email: dsilva.b@balmerlawrie.com 2. Mr. V. R. Rayamane Mob.9987616110 Land Line No.022 66361166 Email: rayamane.vr@balmerlawrie.com	Contact Person 1.Mr. Ujwala Shimpi,Land No 022 66865608 Email – <u>ujwala.shimpi@c1india.com</u> 2. Mr. Tirtha Das, Mob 09163254290 Email - <u>tirtha.das@c1india.com</u> 3. Mr.Tuhin Ghosh,Mob.08981165071 Email – <u>tuhin.ghosh@c1india.com</u> 4.Mr.CH.ManiSankar(Chennai),+91- 8939284159Email– <u>chikkavarapu.manisankar@c1india.com</u> 5. Mr.Partha Ghosh,Mob.0 08811093299Email – <u>partha.ghosh@c1india.com</u>

Signature of tenderer with seal

# 1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, Netaji Subhas Road, Kolkata – 700 001 having its joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz. Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja (Navi Mumbai). Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

# Instructions for bidders

- 1. Online Single bids e-tender are invited from registered vendors for "Providing Annual Maintenance for Air Conditioners and VRF HVAC System" to Office establishments, Guest Houses and Nerul Housing Complex as per detailed Scope of Work contained in Annexure II of this tender.
- 2. Contractors, Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company, will not be eligible.
- 3. The tender is invited **in Single-Bid System**. The tender document consists of <u>Price Bid.</u>
- 4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
- 5. The term <u>"BL"</u> wherever mentioned in the tender document refers to <u>"Balmer</u> <u>Lawrie & Co. Ltd."</u>

BL would be the Purchaser / Owner for the tendered item.

The successful bidder will be the Supplier.

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

6. Bid Security / Earnest Money Deposit (EMD) / Security Deposit– As per Clause No. 2 & 11 of the General Terms & Conditions of this Tender document.

NSIC / MSME / DIC UNITS WITH VALID REGISTERATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME / DIC), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

NOTE: Bidder having NSIC/MSME/DIC Registration needs to attach copy of valid Certificate applicable for the tendered item (Complete Set).

Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

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The Tender document consists of:

7.0 The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

# 7.1 Late Bids

Any bid received after the submission deadline will be declared 'Late' and rejected and returned unopened to the bidder

# 7.2 Bid Validity

The offer shall remain valid for a minimum period of 60 days from the date of opening of the Price Bid.

# 7.3 Bid Rejection Criteria

A bid may be rejected if

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- ii. Conflict of interest between the bidder and the Company is detected at any stage.

# 7.4 Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (On*Iy email queries shall be replied)* 

# Corrigendum to tender:

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

# **ANNEXURE - I**

# **GENERAL INFORMATION**

This tender document is prepared to define the scope of work. All pages of this document issued at the time of execution, shall form the integral part of the contract.

# TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

Confirmation on the scope as detailed out in this tender.

#### Corrigendum to tender:

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

# **ANNEXURE-II**

#### Scope of Supply/Service

- 1. Comprehensive Annual Maintenance Contract of Air Conditioners (Window, Split, VRF Ductable, etc) which includes servicing once in three months.
- Servicing includes cleaning of filters, checking condition of motors, condenser, compressor, fans, etc. once in three months. Guarantee for fan, motor compressor, Condensor / Cooling Coil, Gas, Body and metal parts are excluded. Service report should be submitted with signature of the officer concerned.
- 3. All required repairs/replacement of sheet metal parts, condenser, compressors, cooling coil, base tray, gas charging, etc. shall be completed by the successful bidder within two (2) days of intimation. Penalty of Rs. 500/- will be charged for every case of delay in completion of required maintenance work.
- 4. All minor repairs like replacement of fan, motor, fan blade, capacitors and relay, etc. shall be attended within 24 hours from date of intimation. Penalty as mentioned in Point 2 will be applicable in case of delay.
- 5. Attending to any number of breakdown calls during contract period within 24 hours of lodging complaint.
- 6. Gas leakage if any to be done free of cost during AMC period
- 7. In case of breakdown of any machine and repairs which take more than 3 days, then the Contractor will be required to provide standby ACs.
- 8. In case the AC is not attended/repaired/services within 3 days after registering and lodging complaint, the proportionate AMC amount for the number of days the AC was not working will be deducted from the AMC amount payable.
- 9. No transport or transportation charges of any kind will be provided or paid for carrying materials.
- 10 The successful bidder should ensure that the personnel deputed by him for carrying out Annual Maintenance Services at different locations as mentioned in the scope of supply / service are competent and qualified to attend to the complaints.

The location of office establishments / guest houses / company owned flats is given in Annexure VII.

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#### ANNEXURE-III

#### **GENERAL TERMS & CONDITIONS**

 The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.
 Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any

# 2. Earnest Money Deposit

dispute

Interest Free Earnest Money Deposit of **Rs.5,000**/- (Rupees Five Thousand only) in favour of Balmer Lawrie & Co. Ltd. by way of Demand Draft / Pay Order payable at Mumbai to be made from a Scheduled Indian Bank.

# Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code – IFSC" SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.

EMD of the successful tenderer shall be converted into Non-interest bearing Security Deposit and shall be refunded on completion of the contract period. In case of any defect in materials/treatment/workmanship detected during contract period, the same shall be rectified / repaired immediately on intimation about the same. Non-conformance during this period may entail forfeiture of the security deposit. The EMDs of unsuccessful bidders will be refunded only after finalisation of tender.

EMD is liable to forfeiture if:

- (a) In the event of withdrawal of offer during validity period of the offer.
- (b) Non acceptance of Contract Order.
- (c) Non confirmation of acceptance of Contract order within the stipulated time.
- (d) Any unilateral revision made by the bidder during the validity period of offer.
- (e) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- (f) Non submission of Security Deposit

3. Should not have been blacklisted by any PSU / Govt. Department (a selfcertification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled

# 4. Submission of Online Bids

The bids should be submitted in single bid process. For Price Bid, only the rates are to be submitted as per given format.

# TAXES AS APPLICABLE ON DATE OF INVOICE

# 5. Tender Opening

Price Bid will be opened as per the time and dates mentioned in the tender

#### 6. Acceptance of offers

- 6.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 6.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 6.3 Balmer Lawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 6.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

# 7. **Negotiations**

- 7.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 7.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

# 8. Price Variation

The price should be firm during the contract period and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.

# 9. Notification of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of Intent on the successful bidder(s).

# 10. Period of Contract:

The contract will be for a period of one year effective **01 JULY 2018 to 30 JUNE 2019**. The contract can be extendable for additional one year on mutual understanding on the same terms and conditions based on performance.

# 11. Security Deposit /EMD

EMD of Rs.5,000/- of the successful tenderer shall be converted into Noninterest bearing Security Deposit and shall be refunded on completion of Warranty Period of 12 (twelve) months from the date of completion of total supply. In case of any defect in materials/treatment/workmanship detected during this period of 12(twelve) months, the same shall be rectified/repaired immediately on intimation about the same. Non-conformance during this period may entail forfeiture of the security deposit. The EMDs of unsuccessful bidders will be refunded only after finalisation of tender.

EMD is liable to forfeiture if:

- a) In the event of withdrawal of offer during validity period of the offer.
- b) Non acceptance of Contract Order.
- c) Non confirmation of acceptance of Contract order within the stipulated time.
- d) Any unilateral revision made by the bidder during the validity period of offer.
- e) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit and the retention money. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages.

12. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated

# 13. Tender Evaluation: The tender would be finalized on the basis of Lowest Nett Delivered Price (NDP)

# 14. Payment Terms

- 14.1 Within 7 days from date of submission of invoice upon completion of work duly certified by the concerned officer-in-charge
- 14.2 All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the

provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.

# 15. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY / HEALTH / ENVIRONMENT NORMS, RULES & REGULATIONS

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

# 16. Safety

The bidders are strictly advised to follow the various safety aspects as per HSE norms pertaining to the work. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

# 17. 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 contract.

18. Extra Items of Work: During the course of execution of the work, if the contractor comes across items of work which are not covered under the Schedule rate or not included therein, Contactor shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

# 19. 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 while delivering the test weights at site.. 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.

# 20. Liquidated Damage

If the contractor is unable to complete the jobs specified in the scope of work within the period specified, it may request owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

# 21. **PF / Other Statutory obligations**

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he has been deployed.

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

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.

# 22. Insurance

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of Balmer Lawrie & Co Ltd for coverage of Workmen's compensation and employees' liability insurance.

# 23. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives and property within Company's premises. Any damage to any life and/or property due to negligence/mishandling by the tenderer would be to the account of the contractor.

# 24. Penalty Due to Non-performance

In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "**Risks and Cost**" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

In case of damage to property by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the Engineer in Charge or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's '**Risk and Cost**' and charges on account of such losses will be fully recovered from Contractor's bills.

# 25. Addition/alteration of Tender Document

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

# 26. RISK PURCHASE

In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

# 27. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason thereof and is final and binding on the parties. The proceedings shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

# 28. Force Majeure Clause

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 or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other 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 decision of Regional Administrative Head, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement

I/We accept all your terms and conditions as stated above.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

# **ANNEXURE - IV**

# GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-V attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

# <u>ANNEXURE – V</u>

# **DETAILS OF VENDOR**

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No./Fax No.	
7	Mobile No.	
8	Email ID	
11	Contact Person	
12	Bank Name	
13	Street	
14	City	
15	Branch Name	
16	IFSC Code	
17	MICR Code	
18	Account Number	
19	Pan Number	
20	Minority Indicator	
21	GSTIN Registration Number	
22	HSN /SAC Code for Supply/Service	
	GST rate (in %) applicable for	
23	Supply/Service to be provided.	
24	Composition Scheme Applicable Proof of GSTIN Registration No. per	Yes / No
25	state [From GSTN website]	
_		
26	Vendor's GSP name [GST Suvidha Provider's]	
27	Exemption No.	
28	Exemption Percentage	
29	Exemption Reason	
30	Exempt From	
31	Exempt To	

L

# ANNEXURE – VI

# Location Details of Offices / Guest houses / Housing Complex

# Location of Office premises

- (a) 5, J. N. Heredia Marg, Ballard Estate, Mumbai (Basement, First and Fourth Floor)
- (b) Ascot Centre, Unit No. 101-103
  D. P. Road, Andheri (East)
  Mumbai 400 099

# II Location of Guest House

- (a) 34-C Mayfair Gardens, Malabar Hill
- (b) Poonam Apartments, Shivsagar Estate, Dr. Annie Besant Road, Worli
- III Nerul Housing Complex Chummery (2 Flats) and Community Hall Plot No. 1-1 & 1-2, Sector 2, Phase II Nerul, Navi Mumbai – 400 706

# Inspection Report

Report to be submitted after each and every visit to concerned office establishments, guest houses and company flats which should be duly signed by occupant / caretaker.

# <u>ANNEXURE – VII</u>

SN	Type of AC	Capacity	Total	Monthly Rate	For 12
		(Tonnage)	(nos.)	(Rs.)	Months
					(Rs.)
1	SPLIT	1 Ton	18		
2	SPLIT	1.5 Ton	20		
3	SPLIT	2 Ton	3		
4	WINDOW	1.5 Ton	7		
5	VRF DUCTABLE	7.5 Ton	2		
6	VRF DUCTABLE	8.5 Ton	1		
7	VRF DUCTABLE	11 Ton	2		
8	VRF DUCTABLE	13 Ton	2		
	TOTAL		55		

# PRICE BID – to be filled by BIDDER

# PLUS: TAXES AS APPLICABLE

# (Total Amount in words:

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **General Terms & Conditions** as laid down in the Tender Documents.

Company Seal	Signature
	Name
	Designation
	Company
	Date

# ANNEXURE-VIII

# **CONDITIONS FOR ONLINE BID SUBMISSION**

#### Pre-Requisites before Login to System (Software requirements) Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- > Minimum 1 USB port (If Certificate is in USB Token)
- > DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- > Certificate should not be expired it should be valid certificate

# **Operating System:**

Windows 7,8,10

# **Browser Version:**

Internet Explorer Versions 11

# Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

# **Procedure for Bid Submission**

The bidder shall submit his response through bid submission to the tender on E-Procurement platform at https://balmerlawrie.eproc.in by following the procedure given in the Catalogue.

# **Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for C1 India helpdesk officers

- 1. Mr. Tirtha Das, Mob 9163254290 email tirtha.das@c1india.com
- 2. Mr.Tuhin Ghosh, Mob.08981165071 Email <u>tuhin.ghosh@c1india.com</u>

# Or

# Balmer Lawrie's officials.

Contact nos. and e.mail ID's

- 1. Ms. Beryl D'Silva, Mob: 9867178291 / Land Line No.022 6636224 Email: dsilva.b@balmerlawrie.com
- 2. Mr. V. R. Rayamane, Mob.9987616110 / Land Line No.022 66361166

Signature of tenderer with seal

Email: rayamane.vr@balmerlawrie.com

# Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class II) 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.

# **Bid Submission Acknowledgement:**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

# Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

# **Disclaimer Clause**

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

ANNEXURE - IX

# CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

# The supplier declares herewith:

# Legal compliance

To comply with the laws of the applicable legal system(s)

# Prohibition of corruption and bribery

To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

# Respect for the basic human rights of employees

To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;

To respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;

To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;

To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;

To provide fair remuneration and to guarantee the applicable national statutory minimum wage;

To comply with the maximum number of working hours laid down in the applicable laws;

To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions

# Prohibition of child labour

To employ no workers under the age of 18;

#### Health and safety of employees

To take responsibility for the health and safety of its employees;

To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;

To provide training and ensure that employees are educated in health and safety issues;

To set up or use a reasonable occupational health & safety management system;

#### **Environmental protection**

To act in accordance with the applicable statutory and international standards regarding environmental protection;

To minimize environmental pollution and make continuous improvements in environmental protection;

To set up or use a reasonable environmental management system;

#### Supply chain

To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;

To comply with the principles of non-discrimination with regard to supplier selection and treatment.

Balmer Lawrie & Co Ltd.	