

Tender No. 0100LE1198 dated 04.09.2018



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

Tender No. 0100LE0000 dated 04.09.2018

Due date of Tender: 14.09.2018 at 15.00 hrs.
Opening of Price Bid: 14.09.2018 at 15.10 hrs.

Sealed Single Bid offers are invited for providing "Caretaking and Maintenance" services for the Company's Chummary Accomodation at 3BHK flat located at B-802, Narayan Green Scapes, Built Up Area of Flat 1234 Sq.Ft. Behind IOC Petrol Pump, Sama Savli Road , Vemali, Vadodara-390024 through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>

Contact details -

Balmer Lawrie & Co.Ltd.
SBU-Industrial Packaging,
5, J .N. Heredia Marg, Ballard Estate
Mumbai – 400 001.

Contact Persons:
1.Mr. Tushar Ingale, Mob.09769015541
Land Line No.022 66258209
e.mail: ingale.td@balmerlawrie.com

2. Mr. P.B Pawar, Mob.9867290068
Land Line - 022 24137515-133
e.mail : pawar.pb@balmerlawrie.com

1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six 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 Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Talaja. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

A. Instructions for bidders

1. Responses from both registered as well as unregistered vendors will be accepted.
2. Please Refer to Annexure – I for detailed Scope of Work.
3. The tender is invited **in Single-Bid System**. The tender document consists of **Price Bid**.
4. All documents required in the tender to be deposited in the **Tender Box (Ground Floor)** at 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001. Please mention the Tender number and date on the Envelope.

All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

The successful bidder will be the Supplier.

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

5. Bidders to note the Bid Rejection Criteria as detailed in Clause No. 6.3
6. The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications 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.

6.1 Late Bids

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

6.2 Bid Validity

The offer shall remain valid for a period of two months from the date of opening of the Price Bid.

6.3 Bid Rejection Criteria

A bid may be rejected if:

The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.

Conflict of interest between the bidder and the Company is detected at any stage.

6.4 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 (*Only email queries shall be replied*).

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

8. THE 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.

Format of Tender Document -

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – Scope of work
- E. Annexure II – Price Bid.
- F. Annexure III – Details of Bidder
- G. Annexure IV - Conditions for Online Bid submission
- H. Annexure V – GST compliance undertaking
- I. Annexure VI – CPPP Declaration from MSE's Bidder
- J. Annexure VII – Format for Bank Guarantee for Security Deposit

B. SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2.
 - i) All the rates quoted in the Price Bid should be expressed in words and in figures and where there is difference between two, rates given in the words will be authentic. Unless otherwise agreed to in terms of the purchase order, the price shall be firm and not subject to escalation for any reason whatsoever till execution of entire order.
 - ii) Bidder should quote in the Price Bid format.
3. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
4. **Period of contract** would be valid for **One** year from the date of Purchase Order / Letter of Intent. The contract would be extendable for further period of **one** year on mutually agreeable terms and conditions.
5. **Tender Evaluation:** The L1 bidder will be decided based on Grand Total (A+B).
6. The Company reserves the right to accept or reject any offer whole or in part and rejects any or all tenders without assigning any reason whatsoever.
7. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.
8. The bidder would be required to confirm the negotiations in writing within the time confirmed. If the bidder fails to comply with this requirement, the Company reserves the right to evaluate his tender at his discretion on their original rates.
9. In case of unsatisfactory performance of the successful tenderer (s), 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 (s) deposited by the successful bidder or the contract would be forthwith terminated.
10. In case required manpower is not available on duty, alternative arrangements will have to be made by the successful bidder by providing other personnel. In case the bidder fails to provide other personnel in time, the Company may hire the services of other manpower agency from the open market and charges of such persons would be recovered from the monthly bill of the successful bidder.
11. Confirmation of Order: The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or

through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions.

Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

12. **Earnest Money Deposit:** Earnest Money Deposit {EMD} of **Rs.3000.00 [Rupees Three Thousand Only]** is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. The Demand Draft/Pay order has to be made from **a Scheduled Indian Bank** / Nationalized Bank. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

- a) In the event of withdrawal of offers 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.

13. **Security Deposit (SD)**

Security Deposit amount of 10 % of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee valid for 12 months in BL's format **(Annexure VII)** only.

The Security Deposit may be submitted as Bank Guarantee by a Scheduled Indian Bank within 10 days of receipt of the Purchase Order. Security 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.

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

The Security Deposit will not bear any interest.

- a) Security Deposit is liable for forfeiture, if –
- b) Successful bidder fails to provide service as per tendered job during the contract period.
- c) Successful bidder violates the tender condition.
- d) Security Deposit will be refunded only after successful completion of the contract.
- e) If the performance of the bidder is found to be unsatisfactory.

- f) The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.
- g) Payment of services rendered made will be released only after receipt of Security Deposit.

All sums of compensation/deposits or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

Security deposit is liable to forfeiture in the event of:

- a) Non Supply after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

14. Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as **per Annexure V**

- 15. **Validity of Offer:** The offer should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.
- 16. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.
- 17. **PAYMENT TERMS:** Payment will be made within 7 days from date of submission of bill and only one invoice per month will be accepted. Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL. Your monthly bills should accompany the necessary statutory documents like evidence of payment towards ESIC, PF, etc.
- 18. The Contractor shall undertake to comply with all statutory regulations like ESI, EPF, Minimum Wages Act, Payment of Bonus Act, Gratuity Act or any other Act which are applicable for employment of his workmen and shall submit the proof to that effect periodically to the Company. The Contractor shall take the onus of responsibility for any accident / eventuality occurring to his staff and the Company will in no way be responsible.
- 19. **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 amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

20. **ARBITRATION:** If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall Endeavour to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by Head [IP], Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

21. **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 Head (IP), 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.

22. **Relaxation of Tender Terms & Conditions**

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

23. **Termination:** The contract can be terminated by giving three months notice by either party in writing.

BL may terminate the Contract of any part thereof by a written notice to the bidder if:

- (a) The bidder fails to comply with any material term of the Contract.
- (b) Deterioration in the quality of service and complaints of which the Company will be the sole judge.
- (c) The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.
- (d) The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace /rectify any rejected or defective material promptly.
- (e) The bidder becomes bankrupt or goes into liquidation.
- (f) The bidder makes a general assignment for the benefit of creditors

- (g) The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply as per the purchase order.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The Security Deposit will be forfeited.

24. Payment of Minimum Wages –

a) The Contractor will pay minimum wages as prescribed / revised / made applicable by the Government of Gujarat at the location of the factory from time to time, at rates prescribed for different categories of workmen engaged by him.

b) Minimum wages as stipulated by the competent authority in the Notification No. SHRA/AA.6/1/2018/44321/532 dated 31.3.2018 and subsequent amendment thereof applicable to Engineering Industries in the Savali as per Government of Gujarat.

C. GENERAL TERMS AND CONDITIONS

- 1) The Contractor shall ensure that the manpower provided by him are in neat and clean uniform while on duty at all times and attend the duties regularly and maintain Personal hygiene.
- 2) The Contractor should provide skilled / trained / qualified manpower who are experienced in the field of Care-taking / catering services. They should be able to communicate, write and read in English / Hindi / Marathi.
- 3) The Contractor will be responsible for the welfare and discipline of his employees. The Contractor shall not deploy within the premises any personnel whose presence in the premises can have damaging effect to the safe working of the operation of the transit flat. The Contractor will be solely responsible to ensure that such personnel are removed from the premises forthwith when notified about such requirement.
- 4) The Contractor will be the ultimate employer of his employees and shall supervise the work of the employees engaged by him for deliverance and performance of the contract. There shall be privity of contract strictly between the Company and the Contractor only.
- 5) The contract shall be placed on strict understanding that the contractor has to indemnify the Company and its officials against any Government action on the Company consequent to any action on the part of the Contractor or his workmen.
- 6) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen.
- 7) The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of this Contract or for any damage or compensation due to any dispute between the Contractor and his employees. All liabilities arising out of the various labour laws/enactment of State/Central Government and Municipal Corporation in force during the tenure of the Contract shall be part of Contractor's responsibilities.
- 8) Care must be taken while carrying out the work to ensure that no structure, installation, fittings, fixtures pertaining to Company is damaged. Any damage done to the same or any other property will have to be repaired /replaced by the Contractor at his cost failing which the same will got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- 9) The Contractor will ensure that the workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- 10) The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of the contract, whether under Central or local statutes.

The Contractor would be liable to observe all safety, security rules and regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.

- 11) The Contractor shall arrange to obtain necessary entry permits from Officer-in-Charge for the personnel engaged by him and issue them identification cards.
- 12) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 13) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- 14) The employees engaged by the Contractor shall conduct them self soberly while on duty and shall not indulge in any acts of in-discipline, in-subordination or rowdism.
- 15) While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.
- 16) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.
- 17) The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
- 18) A copy of the above wage cum muster register has to be submitted along with each month bill. Payment will not be made till the Contractor submits the aforesaid register. The Contractor will retain the original wage cum muster register with their Manager at the site and should produce the same for inspection by the authorized representative of the company and/or statutory representative.
- 19) Vendor Undertaking: We have studied the tender Document carefully and have quoted our lowest rates in accordance with the Special / General Terms and Conditions as laid down in the Tender Documents.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

D. ANNEXURE-I

Scope of Work

The transit flats are allotted to Senior Executives and other important Guests of the Company.

Manpower Required (Semi-Skilled / Unskilled) : 1 Nos.

The scope of work includes providing care-taking, catering, maintenance and house-keeping as below –

Around 5 - 6 persons will be staying in the flat. The following jobs come under the preview of Caretaking Services:

1. Cleaning of flats everyday like moping, dusting, washing & changing bed sheets & pillow covers, cleaning of toilets and bathrooms & all housekeeping activities.
2. Cooking & serving food, snacks, tea/coffee etc. to Officers staying in the flat and also to visiting officers.
3. Submission of monthly electricity bills, Water bills, telephone bills etc.
4. Coordination required for maintenance and repairing of furniture, electrical appliances & other items in the flat, as and when required.
5. Any other related order given by officers staying in flats.
6. For the above jobs, one person is required, who should be available round the clock i.e. 24 hours.

Cost of cleaning material, housekeeping material, charges of washing of bedsheets etc. will be reimbursed at actual. All equipments/items required for cooking and serving food will be provided by the company.

E. ANNEXURE - II - PRICE BID

SR NO	Description	Amount/Month (Rs.)
A	Monthly Lump sum Charges (Unskilled / Semi -Skilled)	
	GST @ 18%	
	TOTAL (Rs.)	

Amount in Words: (Rupees

The Order would be placed on L1 bidder based on Grand Total

F. ANNEXURE - III**DETAILS OF BIDDER****DETAILS OF BIDDER**

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

G. ANNEXURE- IV

CONDITIONS FOR ONLINE BID SUBMISSION

Pre-Requisites Before Login to System (Software requirements.)

Minimum System Requirements:

- Pentium III or Later Processor

- Minimum of 128 MB 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 2000 Professional

- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

- Go to Control panel>Add/Remove Programs>

- Check whether Java Runtime Environment 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. Ujwala Shimpi, Land No 022 66865608 Email – ujwala.shimpi@c1india.com
2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com
3. Mr. Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com
- 4.Mr.CH.ManiSankar(Chennai),+91-8939284159Email– chikkavarapu.manisankar@c1india.com
5. Mr.Partha Ghosh, Mob.0 08811093299Email – partha.ghosh@c1india.com

Digital Certificate authentication:

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

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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

Bid Submission Acknowledgement:

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

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Disclaimer Clause:

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.

H. Annexure-V

GST Compliance

- [1] Bidder to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIII attached
- [2] Bidder 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 Bidder
- [3] Bidder has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Bidders are required to raise invoice as per the GST tax structure.
- [5] Bidders 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 Bidders.
- [6] In case of advance payment against goods/services, Bidder to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their Bidders 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 Bidder.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

I. ANNEXURE – VI

BIDDER TO SUBMIT ON THEIR LETTER PAD
(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING
BENEFITS

AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER
2012.)

Dated

I/We, M/s,
address.....,
hereby declare that I/We are registered as MSE supplier and have
registered our Udyog Aadhar Memorandum (UAM)
Number.....on Central Public Procurement Portal (CPPP).
Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the
above claim through CPPP.

Company Authorized Signatory
(Seal & Stamp)

J. ANNEXURE - VII

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

Balmer Lawrie & Co. Ltd.,
SBU-IP
5, J N Heredia Marg,
Ballard Estate, Mumbai -400 001

Dear Sir,

That Messrs/Mr.(set out full name and address and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their/his/its quotation against your Tender being Tender No. dated (hereinafter referred as "the said Tender") for the work (set out the purpose of the job) and in pursuance thereto an Order being No. dated (hereinafter to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs..... only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. (set out full name of the Contractor) have/has approached us and at their/his/its request and in consideration of the premises We (set out full name of the Bank) having our office, inter alia at (state the address of the Bank) have agreed to give such guarantee in the manner following :

We, (set out full name of the Bank), hereby undertake with you if default is made by Messrs/Mr. (set out full name of the Contractor) in performing any of the terms and conditions of the Tender and/or in payment of the security deposit or any other or in payment of money payable to you. We, (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs..... (Rupees only) or such portion thereof not exceeding the said sum as you may demand from time to time.

2. We, (set out full name of the Bank), further agree with you that you hereunder to adopt any mode for realisation of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. (set out full name of the Contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or

enforce any of the terms and conditions relating to the Contract and we, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs..... (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.

4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,

5. Our liability under this guarantee is restricted to Rs. (Rupees only).

6. Our guarantee shall remain in force and effect until (set out the date of expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and we, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.

We , (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

We, (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the day of Two Thousand and Four granted by the Bank.

Yours faithfully,

Dated:

(Place):

.....)

(Signature of Officer on.....behalf of

(Set out name of the Bank)

(Date).....