



Unit – 101 -103, Ascot Centre, Near ITC Hotel,  
Andheri [East], Mumbai- 400099, India

### NOTICE INVITING TENDER

Tender No. BL/LS/Admin/35 dated 12.10.2018

**Due date of Tender: 22.10. 2018 at 16.00 pm**  
**Opening of Price Bid: 22.10.2018 at 17.00 pm**

Online Single bids is invited from registered vendors for providing “**Pantry Facilities**” at the Company’s Office situated at Unit Nos.1010-103, Ascot Centre, Near ITC Hotel, DP Road, Andheri (East), Mumbai–400099 through BalmerLawrie e-procurement portal <https://balmerlawrie.eproc.in>

The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com)

**The bidder should be registered in BalmerLawrie Web Portal through C1 India for online e. bidding**

<b>BalmerLawrie&amp; Co. Ltd.</b> Logistics Services Ascot Centre, Near ITC Hotel, DP Road, Andheri(East) Mumbai – 400 099.	C1 India Pvt. Ltd. 603, Coral Classic, 20 <sup>th</sup> Road, Near Ambedkar Park, Chembur Mumbai- 400 071
<b>Contact Persons:</b>  1. Mr. Prakash Kesare Land Line No.022 66361226 Email: <a href="mailto:dsilva.b@balmerlawrie.com">dsilva.b@balmerlawrie.com</a>  2.Mr Zakir Khan Land Line No. 022 28263568 Email: <a href="mailto:khan.z@balmerlawrie.com">khan.z@balmerlawrie.com</a>	<b>Contact Person</b> 1.Ms.UjwalaShimpi, Land No 022 66865608 Email – <a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a> 2. Mr. Tirtha Das, Mob 09163254290 Email - <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>  3. Mr.Tuhin Ghosh, Mob.08981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>  4.Mr.CH.ManiSankar(Chennai),+91- 8939284159Email– <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>  5. Mr.Partha Ghosh, Mob.008811093299Email – <a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>

1. **Introduction**

BalmerLawrie & 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 six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. BalmerLawrie 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 Drum holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Talaja (Navi Mumbai). Our Plants are ISO Certified and conform to Safety, Health and environment norms.

**Instructions for bidders**

1. Online Single e-bids are invited from registered vendors for providing “Pantry Facilities” as per 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 and bidders with whom BalmerLawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.
3. The tender is invited in **Single Bid System**. The tender document consists of Price Bid.
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned.

The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term **“BL”** wherever mentioned in the tender document refers to **“BalmerLawrie & Co. Ltd.”**

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 & 5 of the General Terms & Conditions of this Tender document.

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 number is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure X.

Failure to submit above mentioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

**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.

**Unless otherwise agreed to in terms of the Purchase Order, the price shall be: FIRM till execution of the entire contract.**

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

The Tender document consists of:

SN	Contents	Annexure
1	<b>Eligibility Criteria</b>	I
2	<b>Scope of Work</b>	II
3	<b>Utilities to be provided by the Company</b>	III
4	<b>Obligations of the Contractor</b>	IV
5	<b>General Terms and Conditions</b>	V
6	<b>GST Compliances</b>	VI
7	<b>Details of Vendor</b>	VII
8	<b>Price Bid</b>	VIII
9	<b>Format of Bank Guarantee</b>	IX
10	<b>CPPP Declaration</b>	X
11	<b>Indemnity Bond</b>	XI
12	<b>Conditions for Online Bid Submission</b>	XII
13	<b>Code of Conduct for BL Suppliers</b>	XIII

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**

No bidding is admissible in the e.proc platform after the bid closing date.

**7.2 Bid Validity**

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

**7.3 Bid Rejection Criteria**

A bid may be rejected if

- i. The bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. The bidder does not meet the Eligibility criteria and/or non submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- vi. Contractors, Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.

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

**7.5 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

### **ELIGIBILITY CRITERIA**

The Offers shall be considered after fulfilling the eligibility criteria as under:

- ❖ Contractors, Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.
- ❖ Three years experience in handling pantry facilities to employees, Company's Guests and providing catering for meetings / conferences.
- ❖ The tenderer shall have to submit statutory details of PAN CARD / PF / ESIC / GST / Aadhar, etc.
- ❖ Shops and Establishment License to be submitted
- ❖ Undertaking signed by authorized signatory that the bidder is not blacklisted by any PSU / Government Agencies / Department
- ❖ An Undertaking that the bidder is not an employee of BL or his relative or a retired employee of BL who has not completed two years after retirement.
- ❖ Executed a minimum of two orders of Rs. 15.00 lacs per annum each for similar jobs with reputed PSU / Government organization in last two years – Copy of PO to be enclosed.
- ❖ Undertaking that no unresolved issues, disputes, complaints, legal or court cases pending against the Company as on date.
- ❖ The tender document is to be stamped and signed
- ❖ Submission of EMD of Rs. 10,000/-

The Company, at its own discretion, may waive any or all condition(s) of eligibility mentioned above.

**Please note that bids not fulfilling the eligibility criteria will not be considered for evaluation and will stand disqualified.**

**ANNEXURE- II**

**SCOPE OF WORK**

- 1) The contractor shall provide Tea/Coffee/Lemon Juice at the company's office located at Unit Nos.101-103, Ascot Centre, Near ITC Hotel, Andheri(East), Mumbai – 400 099 as under:
  - (a) Morning Tea/Coffee –Twice
  - (b) Evening Tea/Coffee –Twice
  - (c) As and when required
- 2) The Contractor shall provide Tea/Coffee, etc. to all employees including guests of the Company by providing for approximately estimated **120 Nos. (Cups) per day.**
- 3) The number of employees is subject to variation, solely at the discretion of the Company. Company's guests and visitors requirement shall also be serviced as indented by the company on day-to-day basis
- 4) Tenderer will have to provide one (1 No.) person for serving tea, coffee etc., to all employees including Guests of the Company. The Contractor will not be paid separately towards one (1 no.) persons employed by him and the cost should be included and considered in the rate per cup. The Contractor shall ensure that the persons deployed are in neat and clean uniforms.
- 5) The contractor would be required to provide and purchase the following for Company guests as and when required.
  - (a) Biscuits and cold drinks
  - (b) Meals, Snacks and Special Tea/Coffee

The reimbursement will be made against submission of actual bill
- 6) Preparation of Tea, Coffee, etc. Shall be done at the Pantry
- 7) The Quality of Tea, Coffee, etc. shall be of standard required by the Company and the same will be subject to inspection by any authorized representative of the Company. The decision of the Company in regard to the quality and standard shall be final.
- 8) The services will be from Monday to Saturday. However, services to be provided on Sundays and Holidays will be as per Company's requirement and instructions.
- 9) **PERIOD OF CONTRACT:** The Contract will be for a period of two years effective 01 November 2018 to 31 October 2020. The contract may be renewed by mutual agreement for further period of one year on the existing terms and conditions after expiry of initial agreement.

**ANNEXURE - III**

**UTILITIES TO BE PROVIDED BY THE COMPANY**

- (1) The Company will provide the required utensils including glasses, cups etc. which the Tenderer will have to maintain in a neat and clean manner. The Tenderer has to provide inventory of items in writing at the end of every quarter. Water and electricity will be provided to the Tenderer by the Company.
- (2) The Tenderer will arrange for cleaning material (Washing Powder, Liquid Soap etc.) of reputed make and at own cost. The material will be inspected by Company's Representative as and when required.
- (3) The cost LPG will be borne by the Company.
- (4) The Tenderer shall be held responsible for any breakage/damage/loss caused to any material /utensils provided to him by Company without any prejudice beyond the normal wear and tear of such material / utensils. The Company may at its discretion ask the Tenderer for repair/replacement of the same at the own cost of Tenderer or the company may recover from the Tenderer an equivalent reasonable amount for such breakage/damage/loss, etc.
- (5) Tenderer will bear the licence fee required to be paid for providing food stuff in the Canteen.
- (6) The Tenderer will not prepare/cook any items of food stuff nor provide snacks/food/tea to any other contract labour, outside persons, drivers, cleaners, etc.
- (7) The space provided by the company to the Tenderer for the purpose of providing pantry facilities in the premises of the company shall be used by the Tenderers only for the purpose of operating for providing pantry facilities and for no other purpose whatsoever. The employees of the tenderer shall be required to vacate the premises after the service hours.
- (8) The space provided to the Tenderers will not create or deem to create any interest/right in the Tenderers in the premises given to him for operating the pantry either as a tenant, lease or licensee of the premises in which the pantry is operated. Further, the Tenderer agree that on termination of the Contract, the space provided by the Company will be vacated immediately by the tenderer.
- (9) The tenderer shall not sub-let the premises provided to him for operating for pantry facilities nor allow any person who is not in his regular employment to enter or remain in the premises.

**ANNEXURE-IV**

**OBLIGATION OF THE SUCCESSFUL BIDDER**

- (1) The bidder will need to comply with such formalities that are required by the statutory authorities such that the Company does not become liable to make any payment or fail to avail concessions, drawbacks, credits etc., attribute only to non-fulfilment of statutory formalities.
- (2) The bidder will be responsible for paying minimum wages as applicable to his employees working in the canteen and shall cover them under the EPF Scheme, ESIC, Minimum Wages Act and other labour law including Contract Labour (Regulation & Abolition) Act 1970. The Contractor shall be responsible for Workmen's compensation, Insurance or any other liability. The Contractor / his workmen shall observe the Company's security procedure.
- (3) The bidder will maintain all documents/register/challans/forms required like EPF/ESI/Minimum wage act applicable to his employees and shall produce as and when required for inspection by authorities /Company's nominated officials.
- (4)
  - a) The bidder will keep the Company fully indemnified from and against all claims, costs, charges, to which the company may be subjected and all the expenses to which the Company may be put in respect of personal injuries to the employees of the contractor arising out of or occasioned during the currency of the contract and in respect of personal injuries to the employees of the Company arising out of or occasioned during the currency of the contract due to negligence of the contractor or any of his employees. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company may be entitled by law.
  - b) The Contractor shall indemnify the company against any liability for any commission/ omission of any action done by him or his employees. The indemnity bond shall be as per Annexure XI.
- (5) The bidder will be responsible for keeping the pantry area neat, clean and hygienic in all respects.
- (6) **After completion of required services from Monday to Saturday, none of the employees of the Contractor will be allowed to stay in the pantry / office building which may kindly be noted.**



- (7) The bidder will have to provide clean uniforms to their employees at his own cost and personal hygiene to be maintained
- (8) The bidder will provide tea/coffee, etc to the employees including Guests. All material like sugar, milk, coffee, tea is to be provided by the bidder.
- (9) The bidder will be responsible for procurement of standard quality of raw materials subject to inspection by an authorized representative of the Company. The decision of the company in regard to the quality and standard shall be final.
- (10) The bidder will at his own cost, maintain adequate stocks of material for the satisfactory and efficient running he will replenish stocks as and when depleted.
- (11) The bidder will bring all materials at his own cost and the company will not be responsible for any loss or damage done, suffered and or caused to it while stored at designated place within the company's premises or at any other place
- (12) The persons to be employed by the bidder for serving will be subject to examination by the Company's nominated doctor before the appointment and the contractor shall not appoint or employ any person whom the company's nominated doctor finds unfit on any grounds whatsoever. The cost for such medical examination of Canteen employees shall be borne by the bidder.
- (13) The successful bidder must submit to the company the Health / Food related license as statutorily required for operating Pantry services before the submission of his first month bill.

**ANNEXURE - V**

**GENERAL TERMS & CONDITIONS**

1. 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 dispute

2. **Earnest Money Deposit (EMD)**

Interest Free Earnest Money Deposit of **Rs.10,000/-** (Rupees Ten Thousand only) in favour of BalmerLawrie & Co. Ltd. by way of Demand Draft / Pay Order payable at Mumbai to be made from a Scheduled Indian Bank and to be deposited within the due date of the tender.

**Earnest Money Deposit can also be made directly to our IndusInd Bank (Account No. 200002273062, NEFT Code – IFSC INDB0000018) through electronic transfer and proof of transfer of funds deposited with us.**

For accepted bidders, EMD can be adjusted towards Security Deposit against the contract order placed on them. In case of any shortfalls in service levels as required, 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 and acceptance of Purchase Order by the successful bidder. Linking with earlier transactions / adjustments with pending bills or any other amount payable by the Company is not allowed.

**OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED**

EMD is liable for forfeiture in the event of:

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

Copies of the instruments (DD/PO) evidencing EMD should be scanned and uploaded before bidding. The physical original instrument / drafts should be deposited in the Tender Box (Ground Floor) before due date and time.

In case the bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of

only those bidders shall be entertained who are bidding online. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

**3. Submission of Online Bids**

The Price Bid should not contain any information other than the price. Price Bid should be filled as per the online Price Bid format provided.

**TAXES AS APPLICABLE**

**4. Tender Opening**

Price Bid will be opened online as per the time and dates mentioned.

**5. Security Deposit (SD)**

Security Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) to be deposited within 15 days of receipt of Purchase Order in the form of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai or Bank Guarantee valid for 18 months in BL's format (Annexure IX).

The Security Deposit will not bear any interest.

The Security Deposit can be adjusted to the extent of EMD amount for the successful bidder.

The Security Deposit will be refunded only after successful completion of the contract.

Security Deposit is liable for forfeiture if:

- a) Withdrawal of offer during validity period
- b) Unsatisfactory services as per requirement of the Company during the validity of the contract.
- c) Successful bidder violates the tender condition.
- d) If the performance of the bidder is found to be unsatisfactory

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.

**6. Acceptance of offers**

- 6.1 BalmerLawrie 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 BalmerLawrie at any stage.
- 6.3 BalmerLawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of BalmerLawrie 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.

- 6.5 In the event of L1 being more than one bidder, the period of this tender may be equally divided among the L1 bidders at the discretion of BL.

**7. Negotiations**

- 7.1 BalmerLawrie reserves the right to negotiate with only the L1Tenderer. Tenderer will have to attend the concerned office of BalmerLawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of BalmerLawrie.

- 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 BalmerLawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement BalmerLawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

**8. Price Variation**

The rate quoted should remain fixed till execution of the entire contract and will not be subject to any change whatsoever.

**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. Tender Evaluation: The tender would be finalized on the basis of Lowest Nett Delivered Price (NDP) on Grand Total (A+B+C).**

**11. Payment Terms**

Payment will be made within 15 days of submission of bills with all supporting documents and after due certification by the concerned department. No advance will be paid for providing services.

**12. 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 BalmerLawrie. In the event of contractor contravening the conditions, BalmerLawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

**13. Delay in providing Services**

The successful bidder shall try to render services and complete the job within the stipulated time. Delays in completion with attract risk purchase clause as mentioned in Clause No. 19.

**14. 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 during the contract period. 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.

**15. 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 BalmerLawrie 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:

The Contract Labour (Regulation & Abolition) Act 1970

The Employees Provident Funds and Miscellaneous Provisions Act 1952

The Employees State Insurance Act 1948

The Minimum Wages Act 1948

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 should be 18 years & above of age and below 58 years and 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.

**16. Insurance**

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

**17. 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 Officer 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.

**18. 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.

**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 mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

**20. 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, BalmerLawrie& 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.

**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 Regional Administrative Head, BalmerLawrie& 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. Termination

- (a) The contract can be terminated by giving three months' notice by either party in writing.
- (b) BL may terminate immediately the contract of any part thereof by a written notice to the bidder if -
  - (i) The bidder fails to comply with any terms and conditions of the Contract
  - (ii) Deterioration in the quality of service and complaints of which the Company will be the sole judge.
  - (iii) The bidder informs BL of its inability to deliver the item / service or any part thereof within the stipulated Delivery / Contract period or such inability otherwise becomes apparent.
  - (iv) The bidder becomes bankrupt or goes into liquidation
  - (v) The bidder has misrepresented to BL acting on which misrepresentation, BL has placed the Purchase Order on the bidder
  - (vi) Non compliances of statutory requirements

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply / service as per the Purchase Order and vacate the company premises.

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 EMD / Security Deposit will be forfeited.

**NOTE: Wherever any dispute regarding the job arises, the decision of BL would be final and binding on the bidder.**

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

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

**ANNEXURE - VI****GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VII 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 BalmerLawrie 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] BalmerLawrie 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, BalmerLawrie will have right to terminate the services without any prior notice to vendor.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	



**ANNEXURE – VII****DETAILS OF VENDOR**

1	Name of the Vendor	
2	Address of Registered Office	
3	Address of the Branch / Office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader / Partnership / Private Limited Co. / Public Limited Co. / LLP	
6	Registration No. (Under Companies Act)	
7	Whether copy of incorporation / registration Certificate from ROC (Registrar of Company) uploaded	
8	Email ID	
11	Contact Person	
12	Bank Name / Branch	
13	Address of banker	
16	IFSC Code	
17	MICR Code	
18	Account Number	
19	Latest Income Tax Returns to be submitted	
20	Minority Indicator	
21	GSTIN Registration Number	
22	HSN /SAC Code for Supply/Service	
23	GST rate (in %) applicable for Supply/Service to be provided.	
24	Composition Scheme Applicable	Yes / No
25	Proof of GSTIN Registration No. per 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	

**ANNEXURE - VIII****PRICE BID**

SN	Description	Estimated Quantity per Day (Nos.)	Rate (Rs.)
A	Tea (Per Cup)	70	
	Add: GST @ 18%		
	<b>TOTAL (A)</b>		
B	Green / Herbal Tea (Per Cup)	20	
	Add: GST @ 18%		
	<b>TOTAL (B)</b>		
C	Coffee (Per Cup) / Lime Juice (Per Glass)	30	
	Add: GST @ 28%		
	<b>TOTAL (C)</b>		
	<b>GRAND TOTAL (A+B+C)</b>	120	

I / We have studied the Tender Documents BL/LS/Admin/035/18-19 dated 12.10.2018 carefully and have quoted our lowest rates, in accordance with the **General Terms & Conditions** as laid down in the Tender Documents.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

**ANNEXURE- IX**

**(To be provided by successful bidder only)**

**Proforma of the Bank Guarantee (Security Deposit)**

BalmerLawrie& Co. Ltd.  
5, J N Heredia Marg,  
Ballard Estate,  
Mumbai – 400 001

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder 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 to as “the said Tender”) for providing “Pantry Facilities” at Mumbai and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 Indian 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) has agreed to give such guarantee in the manner following:

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree 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 Order 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 Rs. \_\_\_\_\_.00 (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 shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization 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. \_\_\_\_\_.00 (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 affect 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. 00.00 (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 there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor 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 \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

**Annexure – X**

**BIDDER TO SUBMIT ON THEIR LETTER HEAD**

(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 UdyogAadhar

Memorandum (UAM) Number.....on Central Public Procurement Portal

(CPPP). BalmerLawrie & Co. Ltd reserves the right to verify the authenticity of the

above claim through CPPP.

Company Authorized Signatory  
(Seal & Stamp)

**ANNEXURE – XI**

**INDEMNITY BOND**

This INDEMNITY made this                      day of                      2018 between .....

(hereinafter referred to as the “Indemnifier”, which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns ) of the ONE PART and..... (hereinafter referred to as “the Company” which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART

WHEREAS

(Set out brief detail of Transaction/Tender/Agreement)

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the premises, we, the Indemnifier hereby agree and undertake to indemnify and keep indemnified the Company, its Directors/Employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the Company and/or its Directors/Employees by anyone whomsoever or which the Company may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier

IN WITNESS WHEREOF THE abovenamed (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above

Signed and delivered by the within named

.....  
.....

IN THE PRESENCE OF  
WITNESS:

Signature(s) of the Indemnifier(s)

**ANNEXURE-XII**

**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. Ms.UjwalaShimpi, Land No 022 66865608  
Email – [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com)
2. Mr. Tirtha Das, Mob 9163254290 email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
3. Mr.Tuhin Ghosh, Mob.08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)

Or

**BalmerLawrie's officials.**

Contact nos. and e.mail ID's

1. Mr. Prakash Kesare - 022 66361 226  
Email: [kesare.pp@balmerlawrie.com](mailto:kesare.pp@balmerlawrie.com)
- 2 Mr Zakir Khan – 022 28263568, email: [khan.z@balmerlawrie.com](mailto:khan.z@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 Logistics Office at Ascot Centre, Andheri(East), Mumbai - 400099.**

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 (BalmerLawrie& 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 – XIII**

**CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS**

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