TENDER

FOR

SUPPLY & MAINTENANCE OF TEA / COFFEE VENDING MACHINE ALONG WITH SUPPLY OF

FRESH MILK / FRESH COFFEE BEANS / SUGAR & TEA BAGS ETC.

AT

BALMER LAWRIE HEAD OFFICE

TENDER NO. – BL/HR/ADM/CAFTHO/LT/201920/0012, DATED: 19-08-2019

DUE DATE – 31st August 2019 Up to 6.00 Pm



Issued by:-Balmer Lawrie & Co. Ltd. Administration Department - CHO 21 Netaji Subhas Road Kolkata - 700 001.

Tender No. – BL/HR/ADM/CAFTHO/LT/201920/0012, DATED: 19-08-2019

Due Date – 31st August 2019 Up to 6.00 Pm

Balmer Lawrie & Co. Ltd. (BL) is a Mini-Ratna-I Public Sector Enterprise, under the Ministry of Petroleum & Natural Gas, Government of India. along with its five Joint Ventures in India and abroad, 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 & Specialty Lubricants, Corporate Travel and Logistics Services.

SCOPE OF WORK

M/s BALMER LAWRIE & CO. LTD. (herein after referred as company) invites sealed tenders from reputed empanelled Organization for supply of Tea /Coffee vending machines having facility of filling of fresh milk and fresh beans (Not Premixed). The vendor would be responsible for supply of Tea Bag, sugar sachet, fresh coffee beans and fresh milk and Tea / Coffee paper cups to cater the subject service daily basis at Balmer Lawrie Head Office. The Tender document along with its accompanying terms and conditions can be downloaded from the website of the Company www.balmerlawrie.com.

Any amendment/corrigendum would be hosted on web site www.balmerlawrie.com_only.

CONTRACT PERIOD

The contract period will be from the date of commencement of work by the service provider. The initial contract should be valid for TWO YEARS & may be extended for further one year @ same rate/terms & condition based on performance & suitability.

TENDER SUBMISSION (e-Procurement)

(i) **Procedure for Bid Submission:**

The bidder shall submit his/her response through bid submission to the tender on *e-Procurement platform at https://balmerlawrie.eproc.in* by following the procedure given below. The bidder would be required to register on the e-procurement market place https://balmerlawrie.eproc.in and submit their bids on-line. No off-line bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the e-Procurement web site. However, voluminous documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him/her, owning responsibility for their correctness/authenticity.

(ii) Registration with e-Procurement platform:

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

Contact Person	Email	Contact Number	Days
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	Monday - Friday
CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	Monday - Saturday
Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-022-66865608	Monday - Friday
Helpdesk Support (Kolkata)	-	+91-8017272644	Monday - Saturday
Escalation – 1 Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071	Monday - Friday

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(iii) Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd. available at *e-Procurement platform at https://balmerlawrie.eproc.in*

(iv) **Submission of Hard copies:** After submission of bid on line, the bidders are requested to submit the DD/BG towards EMD, copy of uploaded documents to the tender inviting authority before opening of bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/ fabricated/ bogus, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to drop their sealed envelope in the tender box within due date and time of the tender. The bidder has to attach the required documents after downloading the same as required by the tender inviting authority in its tender conditions. Bidders found defaulting in submission of hard copies DD/BG for EMD to the tender inviting authority on or before the tender stipulated time will be suspended/ disqualified from the participating in tenders on e-procurement platform, for a period of 12 months from the date of bid submission.

The bidder should complete all the processes and steps required for bid submission.

The successful bid submission can be ascertained once acknowledgment is given by the system through bid submission number after completing all the processes and steps. Balmer Lawrie & Co Ltd and C1 India are not 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.

The hard copies (**non priced part**) as explained above should reach the office of The Head (Administration/ CSR), Administration Department, Balmer Lawrie & Co. Ltd at 21, Netaji Subhas Road, Kolkata – 700 001, on or before the due date of submission of tender.

(v) **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 the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

(vi) Bid Submission Acknowledgment:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgment 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.

(vii) **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.

Last Date for submission of online bid- 31st Aug 2019 at 06:00Pm Last date for submission unpriced bid- 31st Aug 2019 at 06:00Pm Tender to be opened on- 2nd September 2019 at 10:00 Hrs.

VALIDITY OF OFFER

Tenderer shall keep their offer valid for a period of 90 Days from the date of opening of Offer.

EARNEST MONEY DEPOSIT [EMD]

Submission of Tender documents should be accompanied by a Bank Draft or Bank Guarantee of **Rs.10000.00** (**Rupees Ten thousand only**) towards noninterest bearing Earnest Money Deposit executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Kolkata.

NON-CONFORMANCE

Tenderer not conforming to the above mentioned requirements are liable to be rejected.

For BALMER LAWRIE & CO. LTD.

[Dilip Kumar Das] Head [Administration/ CSR]

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NOTICE INVITING TENDER

Tender No. – BL/HR/ADM/CAFTHO/LT/201920/0012, DATED: 19-08-2019

Due Date – 31st August 2019 Up to 6.00 Pm

General Conditions of Tender

1.0 This is only a Price Inquiry and not an order.

2.0 **Pre-Qualification criteria**

- 2.1 Must be in relevant business as per the subject job, for at least last 3 financial years.
- Annual turnover of Rs.5.00 crores per year in each of the last 3 financial years. (Certificate of Income Tax clearance &Business turnover from the S.T Authorities should be furnished for the last three consecutive years)
- 2.3 Balance sheet for last 3 financial years. i.e. (2016-2017, 2017-2018, 2018-2019).
- 2.4 Must have Valid PAN/GST/Service Tax Registration, FSSAI License with appropriate license from competent authority to run the service.
- 2.5 EPF, ESI and other statutory registration.
- 2.6 Must have experience in providing Pantry service or catering service to Corporates, MNCs, PSUs, Hospitals or Any reputed organizations etc. Minimum Two Work Order to be attached for the said clause.

3.0 **Testing / Inspection**:

Items will be subject to inspection by Balmer Lawrie / authorized representatives.

4.0 **Other Conditions**

- 4.1 BL reserves the right to reject offers not meeting its Technical requirements and commercial conditions.
- 4.2 It may please be noted that bids of any tender may be rejected if a conflict of interest between the bidder and the Company/ its employees is detected at any stage
- 4.3 Balmer Lawrie & Co Ltd., shall have the right to **cancel the job or reduce/ increase scope of work** from the schedule of job provided in **Annexure -I** without assigning any reason whatsoever.
- 4.4 Bids without EMD and Tender Document Fee will be summarily rejected.
- 4.5 The EMD of the unsuccessful tenderer will be refunded after 3months of awarding the contract to the successful tenderer.
- 4.6 Financial Bids of only technically qualified vendors will be opened.
- 4.7 The rate will be revised with regard to changes in minimum wages.

5.0 TERMS & CONDITIONS

5.1 Firm Prices-

On placement of order, prices will remain firm till completion of the contract period.

6.0 **Delayed Delivery**

6.1 In case of delay / delivery of materials, proportionate deduction shall be made from the said month's total billing amount @ 1% per week.

7.0 **Terms of Payment**

Payment shall be made through RTGS/NEFT every month within 30 days of the receipt of the bills, certified by concerned administrative officer.

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The Service Provider will submit monthly bill on or before 10th of each month along with the following documents:

If the Service Provider fails to provide proper service as agreed upon or neglects to comply with any directions given to him, Head Administration, BL shall be competent to terminate the contract and security deposit along with EMD paid by the Service Provider will be forfeited. Further it may also be noted that in case the work order is issued and the party does not turn up to take-up the work, the work will be entrusted to any other party at the cost of the Service Provider. The cost will be adjusted from the security deposit, earnest money deposit and fixed security deposit against equipment etc. placed with the BL.

The Service Provider shall be liable to pay for any expenses, loss or damage, which BL may incur or sustain for reason attributable to Service Provider's lapses if it exceeds the amount of security deposit.

The Service Provider is liable for payment of penalty for unsatisfactory services, inadequate deployment of staff, on the discretion of Director (HR & CA), BL, subject to a maximum of 10% of the monthly invoice bill of the Service Provider.

The Service Provider's personnel will not engage themselves in any business activities in the office premises.

The technical bids in Sealed Cover-I super scribed "SUPPLY & MAINTENANCE OF TEA / COFFEE VENDING MACHINE" duly indicating "Tender number and date". **Price bid to be filled in online mode only**. Anybody not having experience in any category will be summarily rejected.

6.0 **RISK & COST:**

If the service provider does not provide proper service during the contract period the same will be got done by M/s Balmer Lawrie & Co. Ltd. at the risk & cost of the service provider. Failure to meet the safety requirement & or adhere to safety norms will entail stoppage of work at the risk and cost of the Service Provider.

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Special Condition of Tender

The special terms & condition as stated hereunder shall be read in conjunction with General Conditions of Tender:

- 1] No price escalation on cost of materials charges shall be entertained during the contract period.
- 2] The Tenderer shall organize Workmen's Insurance Policy for their Workmen. In case of any accident, company will not be liable for any compensation. The Tenderer shall also be abiding by strictly the safety rules & regulation of M/s Balmer Lawrie. ESI formalities are to be maintained.
- 3] The rates quoted by the bidder as per schedule prescribed in Annex: II, shall be inclusive of all Taxes, Duties, or any duties levied by the Government or any local authority. GST will be paid extra as applicable.
- 4] The Service Provider shall be solely responsible for payment of wages/ salaries and allowances in their own during the job contract that are applicable under the laws in force including any new act or order of Government, which may become applicable. M/s Balmer Lawrie & Co. Ltd shall have no liability whatsoever in this regard.
- 5] Earnest Money shall be forfeited under following circumstances:
 - 1. On revocation of tender or increase in rates after opening of the tender but before validity of the quotation expires.
 - 2. On refusal to enter into contract after the award of contract.
 - 3. The EMD shall be returned to the unsuccessful bidders after the finalization of the contract.

6] Termination of Contract:

If any time the service provider make any fault in proceedings of the work with due diligence and continue to do so even after the notice or commit any default in completing any of the terms and conditions are given to them on that behalf by the officer in charge, M/s Balmer Lawrie & Co. Ltd may, without prejudice to any other right to remedy accrued or shall accrue thereafter to the company by written notice terminate the contracts as whole or part of the contract. The party shall be liable to pay damages towards the breach of contract including but not limited to the extra costs, expense, considerations etc. incurred by M/s Balmer Lawrie & Co. Ltd. on account of termination of contract with the party.

All instructions, notices and communications etc. under the contract given in writing and if sent to the last known place of the business shall deem to have been served on the date even in ordinary course of post these would have been delivered to the party.

7] Right of Acceptance & Rejection:

The bidders are required to understand the work properly before quoting the rates. Submission of tender by the service provider will imply that it has read all the documents and as made itself fully aware about the work. M/s Balmer Lawrie & Co. Ltd reserves the right to assessment bidder's capability and capacity to perform the contract should the circumstances warrant such assessment in the overall interest of the owner. This office reserves the right to reject any or all quotations without assigning any reason whatsoever.

Mere issue submission of tender of tender document and submission of offer does not necessarily qualify for consideration of offer. M/s Balmer Lawrie Co. Ltd reserves the right to accept or reject any or the lowest tendered either in part or in full without assigning any reason whatsoever. Decision of the company in this connection shall be final.

8] Arbitration:

Any dispute or difference arising under this purchase order shall be referred to appropriate court(s) under jurisdiction of The High Court for adjudication at Kolkata to a sole arbitrator to be appointed by the 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 paid equally by both the parties.

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9] **Security Deposit:**

- (i) On acceptance of the Bid, Service Provider shall within twenty five (25) days, deposit with the company an initial Security Deposit of 5% of the Contract value and the same shall be in any of the following:
 - a) Bank draft drawn on a KOLKATA Branch of any Scheduled Bank in favour of M/s Balmer Lawrie & Co. Ltd.
- (ii) If Service Provider fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the Work elsewhere at Service Provider's risk and cost. The Security Deposit shall be released to the Service Provider after successful completion of work.
- (iii) No interest shall be payable against Security Deposit.
- (iv) Wherever the Security Deposit / Retention Money is furnished by Service Provider in any form other than cash or Demand Draft, Service Provider shall be entirely responsible to keep such form of security deposit enforceable by Owner by extending the validity thereof if required, by removing the restrictions thereon within one month before the enforceability thereof by Owner is likely to expire and keep them enforceable, until released by Owner after the Defect Liability Period.

10. JURISDICTION

The courts of law situated in Kolkata alone shall have jurisdiction to adjudicate on matters arising out of this contract.

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FORM OF TENDER
[TO BE FILLED IN BY THE TENDERER]

Date -

To
The Head [Administration/ CSR]
Balmer Lawrie & Co. Ltd.
21, Netaji Subhas Road
Kolkata – 700 001.

Dear Sir,

Thanking you,

Sub. - Tender for supply of SUPPLY & MAINTENANCE OF TEA / COFFEE VENDING MACHINE ALONG WITH FRESH MILK / FRESH COFFEE BEANS / SUGAR & TEA BAGS ETC.

Tender No. : Tender No. – **BL/HR/ADM/CAFTHO/LT/201920/0012**, DATED: 19-08-2019 Due Date: - <u>31st</u> **August 2019 Up to 6.00 Pm**

Having examined the subject Tender Documents consisting of Notice Inviting Tender, General Conditions of Contract, Special Condition of Contract, Price Schedule and having understood the provisions of the said Tender Document and having thoroughly studied the requirements of Balmer Lawrie & Co. Ltd. to the work tendered for in connection with **the subject NIT.** I/We hereby submit our tender offer for the performance of proposed work in accordance with the terms and conditions as mentioned in the Tender Document at the rate[s] quoted by me / us in the accompanying price schedule based on the Schedule of Works included within the Tender document.

If the work or any part thereof is awarded to me / us, I / We undertake to perform the work in accordance with the Tender Document and accept the terms and conditions of the Tender as will be laid down therein failing which Balmer Lawrie & Co. Ltd. Shall be at liberty, without further reference to me / us and without prejudice to any of its rights or remedies, to terminate the agreement and / or to forfeit the earnest money deposited in terms thereof.

Yours faithfully,
[Name & Address of Firm):
Contact No. :-
Contact Person With Designation: -
Escalation Matrix 1: - {Contact no. & Mail Id}
Escalation Matrix 2: - {Contact no. & Mail Id}
Escalation Matrix 3: - {Contact no. & Mail Id}
Fscalation Matrix 4: - {Contact no & Mail Id}

Balmer Lawrie & Co. Ltd.

NOTICE INVITING TENDER

Annex: I Page-9

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Schedule of Work:

- 1. Supply of Tea bags /Coffee beans/Lemon Tea daily basis as per requirement along with fresh milk, paper cup, water dispenser etc. for maintaining cafeteria service for BL staff, officers, guests etc.
- 2. The same as per point no- 1 to be done for official meetings, programs, seminars and functions as ordered by the management on regular working (Monday- Friday), as applicable.
- 3. All Crockery, Cutlery, Glassware, Hollowware, Serving ware, and required biscuits-cookies will be provided by BL at their cost.
- 4. Tea-coffee vending machine along with it's necessary maintenance to be borne by vendor at his own cost. Necessary materials e. g. tea bags, coffee beans, sugar, fresh milk, disposable paper cup etc. to be provided by the vendor.
- 5. Maintaining the best standard of handling services of vending equipment with proper maintenance records.
- 6. Supply of water and electricity will be arranged by Balmer Lawrie and Payment of water and electricity will be borne by Balmer Lawrie.
- 7. The contractor will have to maintain any and all property/equipment/material provided by Client, if any.
- 8. All Statutory compliances should be adhered to by the vendor
- 9. Equipment/gadgets and all raw materials required for production will be provided by Vendor

10.Premix Tea/Coffee will not be entertained.

- 11. AMC of the equipment will be the responsibility of the vendor.
- 12. Monthly consumption to be taken as :- BL HO Employee's [340] X 2 cup per day X avg. 22 Working day in a month + 5 % buffer guests.

Annexure: II
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Financial Bid to be submitted in ONLINE Mode Only

Quoted rates should be exclusive of GST.

A. SITE ADDRESS: HEAD OFFICE, 21 NS ROAD, KOLKATA-700001

<u>Description</u>	Monthly Rate in Rs. + GST Extra
Monthly Rate for site address A & the job schedule prescribed in as per Annex-I. Assumption daily consumption 750 Cup X	PRICE BID TO BE FILLED IN ONLINE, NOT TO QUOTE HERE
22 working days + 5% buffer for Guests.	