



Associate Services, Teynampet,  
Chennai - 600018, India

**NOTICE INVITING TENDER**

Tender No. BL/AS/MAN/ACAMC/LT/201920/0030 dated 18<sup>th</sup> February 2020

Due date of Tender: 1<sup>st</sup> March 2020 at 5.00 pm  
Opening of Price Bid: 2<sup>nd</sup> March 2020 at 1.00 pm

Online Single bid e-Tender is invited from vendors for providing Annual Maintenance for Air Conditioners (Split, Ductable & Cassette AC) & Stabilizers at Associate Services, Teynampet, Chennai Office and Guest House.

Through Balmer Lawrie 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 Balmer Lawrie Web Portal through C1 India for online e. bidding. For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-6374241783	MON - SAT
3. Ms. Ritu Patil (Mumbai)	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	+91-124-4302000 (Ex-236)	MON - FRI
4. Helpdesk Support (Kolkata)	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	+91-8017272644	SAT
Escalation Level 1			
Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

**Balmer Lawrie's officials.**

Contact nos. and e. Email ID

1. Ms. Pradnya Naik - Land Line No.044 24302566  
Email: [naik.pd@balmerlawrie.com](mailto:naik.pd@balmerlawrie.com)
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1. **Introduction**

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

A. **Instructions for bidders**

1. Online Single bids e-tender are invited from vendors providing **Annual Maintenance for Air Conditioners (Split, Ductable & Cassette AC) & Stabilizers** at Associate Services, Teynampet , Chennai Office and Guest House as per detailed Scope of Work contained in **Annexure I** of this tender.
2. The tender is invited in **Single-Bid System**. The tender document consists of **Price Bid**.
3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
4. 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 **“Balmer Lawrie & 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.

Micro and Small Enterprises (MSE's) with valid “Udyog Aadhar Memorandum” (UAM) number 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 XIII.

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.

**Interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.**

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 6.3

The Tender document consists of:

S. No.	Contents	Annexure
1.	Scope of Service	I
2.	General Terms and Conditions	II
3.	Location Details of Office Establishment and Guest House	III
4.	GST Compliances	IV
5.	Details of Vendor	V
6.	Price Bid	VI
7.	Format of Certificate of Successful bidder on completion	VII
8.	Certificate of Contractor's Compliance	VIII
9.	CPPP Declaration	IX
10.	Conditions for Online Bid Submission	X
11.	Code of Conduct for BL Suppliers	XI

5.0 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.

5.1 **Late Bids**

No bidding is admissible in the E-Proc platform after the bid closing date.

5.2 **Bid Validity**

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

5.3 **Bid Rejection Criteria**

**A bid may be rejected if**

- i. The bidder does not submit the supporting documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- v. Bidders to mandatorily provide the Provisional GST number as per Annexure V and also provide proof of registration.
- vi. Contractors, Vendors or their owners/proprietors 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.

5.4 **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*)

**Scope of Supply/Service**

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

**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

**The bidder should not have been blacklisted by any PSU / Government Department (self-certification). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order if already placed, will be cancelled.**

2. 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 there by confirm his acceptance of purchase order in entirety without exceptions.
3. 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.
4. **Tender Opening**  
Price Bid will be opened online as per the time and dates mentioned.
5. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen of the contractor, the company reserves its right to cancel the contract or the contract would be forthwith terminated
6. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** from the date of opening of the bid
7. **Submission of Online Bids**  
The Price Bid should not contain any information other than the price. The Price Bid should be filled as per the online Price Bid format provided.
8. **Acceptance of offers**
  - 8.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
  - 8.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
  - 8.3 Balmer Lawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
  - 8.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents will be rejected.
  - 8.5 In the event of L1 being more than one bidder, the period of this tender may be equally divided among the L1 bidders or negotiate with all the L1 bidders at the discretion of BL to arrive at single L1 bidder.

9. **Negotiations**

9.1 Balmer Lawrie reserves the right to negotiate with only L1 Tenderer. The Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

9.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

10. **Price Variation**

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

11. **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).

12. **Period of Contract** – The contract will be for a period of two years effective 20.03.2020 to 19.03.2022. Based on performance, the contract may be mutually extended for further period of one year on same terms and conditions after expiry of initial Agreement.

13. **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 in writing. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

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

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

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

15. **Safety**

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

16. **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.

17. **Delay in providing services**

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause No. 26.

18. **Price**

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.

19. **Evaluation of Bids:**

Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate shall be taken as L1 price and next lowest as L2 price and so on. The order will be awarded to overall L1 quoted bidder.

20. **Payment Terms**

20.1 Within 30 days of submission of invoice upon completion of work duly certified by the concerned Officer-in-Charge.

20.2 All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.

21. **HSE REQUIREMENTS BY CONTRACTORS**

**Housekeeping**

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

**Confined Space**

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

**Tools, Equipment and Machinery**

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;



- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

### **Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- ✓ Fabricated ladders are prohibited.
- ✓ Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- ✓ Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- ✓ Ladders will be lowered and securely stored at the end of each workday.
- ✓ Ladders shall be maintained free of oil, grease and other slipping hazards
- ✓ Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- ✓ Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

### **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.

## **Environmental Requirements**

### **Waste Management**

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

### **Spills**

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

### **Emissions**

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

## **22. Sub-letting of Work**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

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

24. **Liquidated Damage**

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

25. **Addition/alteration of Tender Document**

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

26. **Risk Purchase**

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

27. **PF / Other Statutory obligations**

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

The Contract Labour (Regulation & Abolition) Act 1970 & Rules

The Employees Provident Funds and Miscellaneous Provisions Act 1952 & Rules

The Employees State Insurance Act 1948 & rules

The Minimum Wages Act 1948 & rules

The Employees Compensation Act 1923 & Rules (if applicable)

The Bombay Shops & Establishment Act 1948 & Rules

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

**ESI** - Vendor must issue **ESI Card** to his personnel deputed under this contract and share copy thereof with the Company. He must regularly enclose copy of challan / remittance document showing remittance in favour of his employees deployed under this contract along with bill for subsequent month. Endor would be liable for extending all statutory benefits under ESI Act, to his employees deployed under this contract. He would also be liable for fulfilling all statutory requirement under the ESI Act including to meet eventualities, if any.

Having paid the consideration towards the contract Balmer Lawrie would not have any liability whatsoever in this regard.

To ensure compliance of all rules related to Electrical Maintenance as promulgated by CMC & other Statutory Authority.

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 issue its I-Card and equip the personnel deployed by him in the Company's premises with all the necessary implements, dress 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.

**28. Insurance**

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

**29. 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 employee and 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.

**30. 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.

**31. Arbitration**

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

**32. Force Majeure Clause**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Regional Administrative Head, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement

**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 – III**

**Location Details of Office and Guest houses**

I **Location of Office Establishments**

Balmer Lawrie & Co.Ltd.,  
“Balmer Lawrie House”, No.628, Anna Salai, Teynampet, Chennai – 600018.

**Inspection Report**

Report to be submitted after each and every visit to concerned office establishment and Guest House which should be duly signed.

**ANNEXURE - IV**

**GST Compliances**

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

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

**ANNEXURE – V****ADDITIONAL DETAILS OF VENDOR**

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No./Fax No.	
7	Mobile No.	
8	Email ID	
9	Contact Person	
10	Bank Name	
11	Street	
12	City	
13	Branch Name	
14	IFSC Code	
15	MICR Code	
16	Account Number	
17	Pan 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]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	

**ANNEXURE – VI**

**PRICE BID – to be filled by BIDDER**

S. No	Type of AC	Capacity (Tonnage)	Total (nos.)	Monthly Rate (Rs.)	Rate for 12 Months (Rs.)
1.	SPLIT	1 Ton	1		
2	SPLIT	1.5 Ton	22		
3	SPLIT	2 Ton	2		
4	CASSETTE	2 Ton	4		
5	DUCTABLE	16.5 Ton	4		
	TOTAL		<b>33</b>		

**PLUS: TAXES AS APPLICABLE**

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

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



**ANNEXURE- VII**

**Certificate to be given by the outgoing successful bidder before his last month bill & final settlement is released by BL.**

[To be submitted on Company letter head with date and stamp]

**CERTIFICATE OF SUCCESSFUL BIDDER COMPLIANCE**

I, -----\_the undersigned, resident of \_\_\_\_\_, authorized representative of -----(Successful bidder) appointed by Balmer Lawrie & Co. Ltd. having its Main Office at \_\_\_\_\_ for providing \_\_\_\_\_ services to the company at their Factory/Unit /Project site \_\_\_\_\_ located at \_\_\_\_\_ vide contract/ agreement -----dated --/ --/---- , do hereby confirm that to the best of my /our knowledge and information gathered from records , as on date of this certificate , there is no default / contravention committed by the successful bidder during the discharge of contractual obligations and relating to the services by the successful bidder under any of the Act/ statutes/ enactments or rule regulation , guidelines, order or notifications including but not limited to laws relating to fire ,environment , health and safety etc. , as may be applicable from time to time ,non-compliance of which may entail civil and criminal liabilities against the company /factory/unit/Project during the tenure of the said contract/agreement .

I further undertake and confirm that ----- (successful bidder) on whose behalf I am acting as authorised representative ,shall be solely held accountable/ responsible for any of the violation of aforesaid statutes /enactments ,rules, regulations etc. during the currency of the said contract/agreement.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

For the month: \_\_\_\_\_

**ANNEXURE – VIII**

**AFFIDAVIT OF BIDDER'S STATUTORY COMPLIANCE**

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.500/-(Maharashtra)

I/We, -----the undersigned, resident of \_\_\_\_\_, Proprietor/ Owner/ Director of ----- (Bidder) having its Registered Office at \_\_\_\_\_ and PAN No: \_\_\_\_\_, submitted our bid for Tender No \_\_\_\_\_ dated \_\_\_\_\_ for providing \_\_\_\_\_ (name of the contract/services) to Balmer Lawrie & Co. Ltd. at their Factory/ Unit/Office/ Establishment located at \_\_\_\_\_.

I/We do hereby solemnly confirm that , as on the date of above mentioned tender, there is no pending default / contravention/ non-compliance of Statutory provisions committed by the bidder during the discharge of contractual obligations and relating to the services by the bidder under any of the following Act/ statutes/ enactments or rule regulation, guidelines, order or notifications, as applicable, at any of the locations/ factories/Units/Establishments where I/we has/ had Contract in any name in the past:

1. Employees Provident Fund & Miscellaneous Provisions Act 1952 & Rules.
2. Employees State Insurance Act 1948 & Rules & Employees State Insurance Scheme.
3. Contract Labour (Regulation & Abolition) Act 1970 & Rules,
4. Factories Act 1948 & Rules
5. The Minimum Wages Act 1948 & Rules,
6. Employee's Compensation Act 1923 & Rules,
7. The Payment of Bonus Act 1965 & Rules,
8. The Payment of Wages Act 1936 & Rules,
9. The Interstate Migrant Workmen (Regulation of Employment And Conditions of Service) Act 1979.
10. The Maternity Benefit Act 1961 & Rules.

I/we further understand that Balmer Lawrie & Co. Ltd. has the right to demand submission of

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relevant documents from us so as to verify this affidavit and if this affidavit is found to be not true/ false, our bid shall stand rejected for violation of pre- qualification criteria as mentioned in the tender document. Further, if on the basis of this bid, we are awarded any contract & it is subsequently found that this affidavit is false/ not true, Balmer Lawrie & Co. Ltd. shall have the right to cancel our tender, forfeit the EMD, Security deposit & initiate suitable legal proceedings against \_\_\_\_\_(Bidder).

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

**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 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)

**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.

**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

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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 documents as required, to the Tender Inviting Authority before the due date at our office at Teynampet, Chennai.**

The bidder shall furnish the 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, cancellation of work and criminal prosecution.

**Disclaimer Clause**

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

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

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

**The supplier declares herewith:**

**Legal compliance**

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

**Prohibition of corruption and bribery**

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

**Respect for the basic human rights of employees**

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

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

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

To prohibit behaviour 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;

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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.