

## **BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION** 

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> e- TENDER NO: BLC/CFS/Canteen/07 Dt. 02.07.20

# **TECHNICAL / COMMERCIAL BID**

#### **Tender Document for**

Running limited purpose Public Canteen in our Container Freight Station, Manali, Chennai 600068

DUE DATE & TIME: [14/07/2020 at 14:00 Hrs]

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## **NOTICE INVITING E-TENDER**

On line bids in two bid system are invited from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under heading General Terms & Conditions for undertaking the subject contract for capable of *Running limited Purpose Public Canteen* in our Container Freight Station Manali, Chennai 600068.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the etendering portal <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder credentials are to be uploaded along with the tender documents through appropriate link.

S. No	Description	Particulars
1	Name of Work	Running limited purpose Public Canteen
2	Tender No	BLC/CFS/Canteen/07
3	Validity Of Offer	60 days from the scheduled date of opening of the
		technical bid
4	Contract Period	One year w.e.f 01.08.2020
5	EMD	Rs.5000/-
6	Downloading / Submission of Tender :	
	a. Starts on	02.07.2020
	b. Closes on	14.07.2020 at 14.00 Hrs
7	Opening of Tenders	14.07.2020

#### 1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission and the hard copies of same should be submitted in a sealed envelope if submitted in physical form.

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a /proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Charted accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account / Proof of IT Return of tenderer's company for last two years as on 31st March 2019.

#### 2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.

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- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

## **SPECIAL INSTRUCTIONS TO THE BIDDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> Interested parties have to pay an interest free EMD of Rs.5000/- (Rupees Five Thousand only) by on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). Offer submitted without EMD will be rejected. However, payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. The bidder shall furnish EMD through on-line Bank Transfer. 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 on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Balmer Lawrie& Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tender directly and also, enables them to participate & submit Online Bids on the e-tendering sitehttps://balmerlawrie.eproc.inin a secure and transparent manner which maintains confidentially and security throughout the tender evaluation process.

#### 1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

#### 1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>

Bidder may contact the following resource persons for any assistance required in this regard.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions:						
Balmer Lawrie HOLIDAYS)						
Please email your issues before you call helpdesk. This will help them serve you better.						
Contact Nos.	Contact Nos. and email IDs for Balmer Lawrie helpdesk officers					
Name	E-mail	Phone Numbers				
Tuhin Ghosh	tuhin.das@c1india.com	+91-8981165071				
Tirtha Das	tirtha.das@c1india.com	+91-9163254290				
Chikkavarappu Manishankar	chikkavarapu.manisankar@c1india.com	+91-8939284159				
Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-22-66865633				

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#### 1.2 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.

#### 2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time
  mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated
  date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time
  and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Only at the time of inviting offers, there will be a paper advertisement. There will no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## **Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on

<sup>&</sup>quot;Any amendment / corrigendum, as and when required will be uploaded only on the website of the Company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation".

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behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

## **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

## **Detailed Scope of work:**

- 1. The broad responsibility areas of the Contractor will inter alia be as under: Running limited purpose Public Canteen in our Container Freight Station Manali, Chennai 600068
  - a) Providing Breakfast, Lunch, Dinner, Tea, Coffee, Cool drinks, butter milk, snacks to clients, visitors, clearing agents, truck drivers, attendants, etc., on direct payment basis.
  - b) Providing lunch, dinner, tea, coffee, cool drinks, Snacks to company officers / employees, customs officials and company guests as may be required from time to time for which monthly payment would be released by the Company.
  - c). Balmer Lawrie CFS will provide a dining hall with Kitchen area inside its Administration building for the bidder and the bidder shall maintain the area in a hygienic conditions and supply quality food items. The items that are required to be made available at the canteen and the unit quantity are given in the Rate schedule attached with the tender.
  - d). Approximate quantity for which payment will be released directly by the Company during the contract period:

<u>Description</u>	<u>Qty. (Nos.)</u>
Tea	60000 cups per annum
Coffee	2800 cups per annum
Lunch	8500 lunch per annum
Vada	4000 pieces per annum

NOTE: The estimated quantities mentioned are for indicative purpose only and not an assured quantities. Balmer Lawrie will not be responsible for any variation in the quantity.

- e). The bidder shall pay a nominal rental charge of *Rs.8,000/- (Eight Thousands)* per month for the above premises including water and electricity.
- f). Certain furniture and electrical equipment are provided by the company. The successful bidder will take required care in maintenance of the same and any damage to these items will be on bidders account.

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- g). The successful bidder shall cook / prepare food items of accepted quantity / quality using materials of the desired quality, at our premises using their own labour and facilities and supply the cooked / prepared items at assigned location within our premises at CFS for consumption and serve to the company employees, guests, visitors, etc. as prescribed by the company from time to time.
- h). Cooking equipment, utensils, **tea/coffee cups**, **spoons**, **forks** and gas are to be provided by the bidder at his cost.
- i). The successful bidder shall ensure availability of food items as per menu.
- j). The successful bidder shall use only good quality items of approved standard for preparation of food items and wherever oil is required as a cooking medium or ingredient, the same shall be refined sun flower oil / any approved <u>BRAND</u> maintaining very good quality standard. Usage of any other oil without specific prior written approval of the company shall be treated as breach of contract.
- k). The successful bidder shall arrange and supply food items at the rates agreed and the rates shall be inclusive of all materials used for preparation of the items, labour, transportation expenses in respect of all the items including serving the items to company officials, guests, visitors etc.,
- I). The successful bidder shall collect payment from the visitors, service providers such as shipping and clearing agents, truck drivers, contract labors and attendants directly. Company would be liable to pay only for items served to Company employees, customs officials and company guests based on advise of company's authorized representative.
- m). Occasionally special lunches will be hosted for the guests of the company. The bidder will be Obliged to provide such lunch on such occasions as per menu and rates decided by the Company.
- o). The bidder shall ensure that the food items are not handled by bare hands and necessary care is taken to avoid contamination. The utensils utilized should be sterilized after every use.
- p) All the canteen staff should be properly dressed and should maintain cleanliness and hygiene in the canteen. Those staff who are serving food should wear apron or coat.
- q) Successful Bidder should submit the proof of obtaining FSSAI License issued by the Ministry or Statutory Authority within 2 months from the date of issuing the WO.

The contractor shall be responsible for removal of all food waste & garbage generation in canteen.

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary handling operations as and when required and as instructed by the Company officials.

## 2. Deployment Of Manpower

The Contractor should provide all safety equipment required by the workmen for discharging their work. The Company will not be responsible for non-adherence of Safety norms by the Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy.

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The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of the Company. The Contactor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

It will be the duty of the Contractor to engage suitable, Supervisors etc at his own cost for carrying out the work. It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from the CFS customers.

The Contractor will have to submit a details of their personnel to the Company for issuance of entry pass. Only pass holders will be permitted to enter CFS. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.

#### **GENERAL TERMS AND CONDITIONS**

## 1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs.5,000/- (MSMED /NSIC bidders are exempted from payment on submission of proof of valid certificate)
- b) At least 1 years' experience of doing similar work at any organization ending as on 31.03.20 (Proof to be attached)
- c) Bidder should have minimum average turnover of Rs.3 lakhs per year during the last 3 years ending March 19.
- d) Bidder should not have been blacklisted by any PSU / Govt. Department (a self-certification is required) This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from Participating in the tender, or order already placed will be cancelled.
- e) Bidder should have ESI/PF/GST registration.
- f) Bidder must have GST Registration, copy of GST Registration number is to be submitted.

#### 2. Submission Of Online Bids

The bids should be submitted in 2[two] separate parts titled as

- [A] Technical / Commercial Bid [Unpriced] and
- [B] Price Bid

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

## 3. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

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[B] Price Bid Opening

## 4. Acceptance of offers

- 4.1 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.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 The overall L1 status will be determined by looking at the total value quoted by the bidder for the rate schedule of Schedule-A only. Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also 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.
- 4.4 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.

## 5. Negotiations

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 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.

#### 6. Price Variation

- 6.1 The price should be firm and irrevocable 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.
- 6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the technical Bid.

#### 7. Notification of Award

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

#### 8. Earnest Money

The bidder shall furnish an EMD of Rs.5,000/- (Rupees Five thousand only) through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). The EMD of unsuccessful bidder would be returned after

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finalization of contract. The EMD of successful bidder would be retained and would be returned after satisfactory completion of contract period/extended contract period.

EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of order
- c) Any unilateral revision made by the bidder during the validity period of the offer.
- d) Non submission of Security Deposit.
- e) Bidders submitting false/fabricated/bogus documents in support of their credentials
- f) The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract.

#### 9. Contract Period

The contract will be for a period of **[12 months effective from 01.08.2020]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions by mutual agreement.

## 10. Security Deposit

Refundable Security Deposit of Rs.30,000/- shall be provided by the successful bidder to cover loss / damage of material/ container/property during handling at CFS, lack of interest to perform the job order or failure to perform etc. No interest is payable either on Security deposit.

#### 11. Payment Terms

Payment shall be made within 15 days from the date of submission of monthly bill subject to verification. Appropriate income tax and other taxes as applicable from time to time, shall be deducted from the bills as per statutory regulations.

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

#### 13. Termination

The contract can be terminated by either party by giving 3 clear months' notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

#### 14. Purchase preference policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1

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price. In case, more than one number of MSE vendors are within the +15% range, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vendor. If more than one number of MSE vendors have quoted the rate with in the price band of L1 +15 % then the rate of lowest among them will be considered and he will be given 100 % value subject to matching the L1 price of non MSE vendor.

#### 15. Declaration of UAM by MSME vendors

MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012

Micro & small scale manufacturing/ service units registered with MSME/ NSIC are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

#### 16. Compliance of GST

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie& Co. Ltd. would exercise the right for non-payment/ withholding payment, / black listing the vendor.

#### 17. TDS Compliance

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST. TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

## 18. Safety

The bidders are strictly advised to follow all the safety aspects in attending to the said work. Under no circumstances Balmer Lawrie will be responsible for any kind of deviation in following the safety instructions by the bidder. The Contractor will be fully responsible for ensuring safety of lives, property within Balmer Lawrie CFS. Any damage to any life and/or property inside the CFS due to negligence of Contractor's personnel would be to the account of the contractor. All the employees of the contractor must wear applicable Personal

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Protective Equipment all the time during the working hours and must follow all laid down safety norms of CFS without any deviation.

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In charge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 500/- will be charged.

## 19. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. 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. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

## 20. ESI/PF/Other Statutory obligations:

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

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

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by the Contractor at the Company's premises. The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he has been deployed. The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by the Contractor for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers

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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.

## 21. Working Hours

CFS works round the clock on all working days. In case the above services are required on any holiday, the contractor will be obliged to undertake the same without any additional charges. In any case, it is expected that the canteen would be operational between 8.00 a.m and 10 p.m on working days with required staff.

## 22. Holiday

Contractor should strictly follow holiday list of CFS for fixing holidays for the personnel deployed in the Company's premises.

## 23. Contractors Responsibility

The successful bidder shall post their representative to supervise the safe and smooth functioning of the above work. The posted representative should be available throughout the canteen operating hours every day and shall be answerable and responsible for lapses on the part of the personnel employed by the successful bidder. The successful bidder/owner should also make himself available as & when required by the company's officials.

While it shall be the prerogative of the contractor to engage any personnel deemed fit to carry out the jobs under the contract, it shall be necessary on the part of the Contractor to make prior assessment of the number of personnel required to be deployed in the premises of the company in consultation with the company (1.0ne cook with catering experience in industrial canteen 2. Three helpers to assist cook, cleaning the canteen and serve the food to officers, customs, guest etc., ) All persons engaged by the contractor should carry identity cards issued by Contractors and duly certified by Balmer Lawrie & Co. Ltd.,

The Contractor will be responsible for the welfare and discipline of his employees inside the company premises. The contractor shall not deploy within the premises any personnel, whose presence in the premises can have damaging effect to the safe working of the operation of the company and / or disciplined working of its employees. It shall be the full responsibility of the contractor to ensure that such personnel are removed from the premises forthwith when notified about such requirement.

The contractor shall at his expenses comply with all the labour laws and keep Balmer Lawrie & Co Ltd., indemnified in respect thereof. The contractor should comply with all rules and regulations including Tamilnadu State Labour Board or any other bodies as required.

The contract shall be placed on strict understanding that the contractor has to indemnify the company and its officials / employees against any Government action on the company consequent to any action on the part of the contractor or his men.

## 24. 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.

## 25. Force Majeure Conditions:

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Delivery schedule is subject to force majeure conditions as under: 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, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages 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.

#### 26. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at 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.

## **DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No :BLC/CFS/Canteen/07 and hereby confirm our acceptance of the same.

Place :	Signature of Tenderer
Date :	Name & Address
	Telephone Nos. Office: Fax Nos. :

ANNEXURE – A

# PARTICULARS OF THE TENDERER'S ORGANISATION

1 Name of the Tenderer 2 Address of the 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., or Public Limited Co. /LPP 6 Registration No. (Under companies Act ) 7 Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded 8 Income Tax PAN no. 9 Whether copy of PAN enclosed / uploaded 10 Whether copy of latest Income Tax Return uploaded 11 GST Registration. No. 12 Whether copy of GST Registration certificate Uploaded	
Address of the branch / office quoting against the Tender  Year of commencement of business  Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. /LPP  Registration No. (Under companies Act )  Whether copy of Incorporation / Registration certificate from ROC(Registrar of company) uploaded  Income Tax PAN no.  Whether copy of PAN enclosed / uploaded  Whether copy of latest Income Tax Return uploaded  ST Registration. No.  Whether copy of GST Registration certificate Uploaded	
Tender  Year of commencement of business  Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. /LPP  Registration No. (Under companies Act )  Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded  Income Tax PAN no.  Whether copy of PAN enclosed / uploaded  Whether copy of latest Income Tax Return uploaded  GST Registration. No.  Whether copy of GST Registration certificate Uploaded	
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9 Whether copy of PAN enclosed / uploaded 10 Whether copy of latest Income Tax Return uploaded 11 GST Registration. No. 12 Whether copy of GST Registration certificate Uploaded	
10 Whether copy of latest Income Tax Return uploaded  11 GST Registration. No.  12 Whether copy of GST Registration certificate Uploaded	
11 GST Registration. No.  12 Whether copy of GST Registration certificate Uploaded	
12 Whether copy of GST Registration certificate Uploaded	
Uploaded	
13 Name of the Banker	
14 Whether registration under MSMED act	
In case registered under MSMED provide registration number and copy of registration certificate.	
MSMED Bidder must state whether they belong to SC/ST category	

e-Tender No: BLC/CFS/Canteen/07

## Price Bid (Schedule-A)

Tender No.BLC/CFS/Canteen/07 dt. 02.07.20 for running limited purpose Public Canteen

## <u>Items to be supplied for Balmer Lawrie & Co Ltd</u>

S.No.	Description	Estimated Quantity	Rate per unit (Rs.)	Total
1)	Vegetarian lunch Cooked Rice - 250gms Porial - 100gm Koottu - 100 gm Sambar - 150gm Rasam - 100gm Chappathi - 2 Nos Kurma/Channa - 100 gms. Curd - 100 Grms Pickle - 10gm Pappad/Appalam -1 No Banana - 1 No	8500 Lunch		
2)	Tea - 100 ml (1 cup)	60000 Cups		
3)	Coffee - 100 ml (1 cup)	2800 Cups		
4)	Vada(30 gms) with chutney/sambar - 1No.	4000 Pcs		
			Sub Total	
		Add: CGST @		
		Add: SGST @		
		(Or) Add: IGST@		
		Total Contra	act Value (Rs.)	

Note: The estimated quantity mentioned in the price bid is for indicative purpose only and not an assured quantity. Balmer Lawrie will not be responsible for any variation in the quantity.

Please indicate the applicability of GST on the quoted rates

Date: Name of the bidder

Place: Signature with Seal

## Price Bid (Schedule-B)

Tender No.BLC/CFS/Canteen/07 dt. 02.07.20 for running limited purpose Public Canteen

Rate only items on direct payment basis from Customers

S.No.	Description	Rate per unit
	200	(Rs.)
1)	Vegetarian lunch	(1.0.)
	Cooked Rice - 250gm	
	Sambar – 150gm	
	Rasam – 100gm	
	Porial – 100gm	
	Koottu – 100 gm	
	Pappad – 1 No	
	Pickle – 10gm	
2)	Tea - 100 ml (1 cup)	
3)	Coffee - 100 ml (1 cup)	
4)	Milk - 100 ml (1 cup)	
5)	Biscuits-Britannia/Horlicks/Glucose - 2 Nos.	
6)	Cool drinks ( in bottles) - 1 bottle	
7)	Butter milk 200 ml	
8)	Idli (50gms) with chutney/sambar - 1 No.	
9)	Vada (30 gms) with chutney/sambar - 1No.	
10)	Poori (20 gms) with masala - 2 Nos.	
11)	Pongal (250 gms) - 1 No.	
12)	Curd rice - 250 gms	
13)	Sambar rice - 250 gms	
14)	Dosa with sambar & chutney - 200 gms	
15)	Chapathi with kurma / channa - 250 gms	
16)	Masala Dosa with sambar & chutney – 250 gms	
17)	Bonda with chutney / sambar - 50 gms	
18)	Bajji with chutney / sambar - 50 gms	

Note: Please indicate the applicability of GST on the quoted ra	ote:	Please in	าdicate th	ne applica	ability o	FGST (	on the	auoted	rate
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Date: Name of the bidder

Place: Signature with Seal