

LIMITED TENDER

1090LE0055 dt. 19.07.2017

Please note "Response from Registered Vendors alone will be accepted" for participation in this Limited Tender.

In case your firm is already Registered & Approved Vendor of Industrial Packaging (or) other units of M/s. Balmer Lawrie & Co. Ltd., elsewhere in India, the details of the same to be provided prior to participating in this tender.

Other vendors may contact the undersigned for registering with the unit which is subject to confirmation by our company. Only after confirmation of their registration, they would be considered for participation in the subsequent tenders.

Dear Sirs,

Sealed offers are invited for **Providing Services of Care Taking & Catering** for our company's Transit Flat located at M/s. Balmer Lawrie & Co. Ltd., **No. 2-142, Obanapalli Village, Managsamudram Panchayat, Santhapet, Chittoor- 517001, Andhra Pradesh** as per enclosed Terms & Conditions, General Obligation and Price Bid Form.

Completed tender form by the bidders in all respect duly sealed and super scribed as **"Tender For Providing Services of Care Taking & Catering "** should reach

Chief Manager [Mfg]
 Balmer Lawrie & Co. Ltd,
 (A Govt. of India Enterprise)
 Industrial Packaging,
 62, Patnam Post, Thavanampalle Mandal,
 Araconda Road, Chittoor- 517131(A.P)

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

The last date for submission of bid for the above tender is **31.07.2017 at 3.00PM.**

The tender document is also available in our company's website **www.balmerlawrie.com.**

Thanking you

Yours faithfully
 For Balmer Lawrie & Co. Ltd.

[Antony . JS]
 Chief Manager [Mfg.]
 Ph: 08573-281077/88 Ext: 11

GST reference of Balmer Lawrie & Co. Ltd.	Provisional ID	:37AABCB0984E1ZU	ARN No.	AA3703170523482
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TERMS AND CONDITIONS

1. The term "Company (or) BLCL" wherever mentioned in the tender document refers to "BALMER LAWRIE & CO. LTD."
2. The term "bidder" means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, agency, executors and administrators duly approved by the company.
3. Period Of Contract : **From August 2017 to July 2018**
4. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
5. The rate quoted by the successful contractor to be kept valid throughout the contract period. No increase in rate will be considered. Except for change in statutory levies imposed by Union / State Govt./ Local authorities.
6. Union Govt. has implemented **Goods & Service Tax w.e.f. 1st July 2017** and accordingly the bidders are required to provide GST Registration Mandatory Data as sought in the Bid Form.
7. The offer must be kept valid for a minimum period of 90 Days from the date of opening the Offer.
8. **SCOPE OF WORK FOR CARE TAKER AND CATERING SERVICES**
 - i. Providing of necessary services to the occupants at the guest house/transit flat
 - ii. Maintaining cleanliness and general upkeep of the guest house/ transit flat
 - iii. Providing food and beverages as per guest requirement. Company shall provide LPG Gas supply and necessary infrastructure required. However cost of consumables would be borne by the successful contractor.
 - iv. Collecting of boarding charges from the occupants and remitting the same promptly to the company.
 - v. Charges for cleaning of cloths i.e. Bed sheets / Blankets/Pillow cover/Towels/Curtains/Napkin etc. Would be paid by the company besides supplying of consumables like soap, housekeeping materials, mosquito repellent etc., as per requirement. It would be the duty of the successful caretaker/ agency to make necessary arrangement for such cleaning and upkeep.
 - vi. In case of observance of unsatisfactory service/ performance and or occurrence of any unethical activities in the guest house/transit flat/ chummary either by the agency and / or by his staff, the contract would be forth with terminated.
 - vii. Housekeeping including cleaning and sweeping of the entire area i.e. carpet area **3,000 sq.ft** & open area **1,000 sq.ft** (Guest house/Transit flat)
 - viii. Preparation of rooms for occupancy including preparation of beds, ensuring hygienic condition of kitchen / pantry, toilets and bathrooms.
 - ix. Upkeep and accounting of furniture/ fitting and utilities.
 - x. Watering/maturing of flower plants and general upkeep of the Guest house/transit flat.
 - xi. Support/facilitation during the meetings etc., held at guest house / transit flat, for which prior permission has been granted and communicated by the authorized officer of the company.
 - xii. Carry out any such other functions /assignments in relation to the guest house as required from time to time by the authorized Officer[s] of the company.
 - xiii. The successful contractor is liable for removal of garbage which is accumulated on a daily basis and ensures cleanliness / hygiene of the guest house.
 - xiv. Sufficient manpower is to be made available for round the clock service.

9. **Security Deposit [SD]:** The successful bidder has to submit SD amount equivalent of 5% of the estimated contract value subject to a minimum of Rs.5,000/- [₹. Five thousand only] by demand Draft payable at Chittoor from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.
SD is liable to forfeiture in the event of –
 - a. Withdrawal of order during validity period of the contract.
 - b. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, the SD will be forfeited.
 - c. Any unilateral revision made by the successful bidder during the validity period of the contract.
10. **Payment Terms:-** 15 Days from the date of submission of bills.
11. Company will not be responsible for contractor's materials and it is the responsibility of the successful bidder to keep their material in safe custody.
12. The bids of any contractor may be rejected if a conflict of interest between the contractor and the Company is detected at any stage.
13. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
14. **Termination Clause:** Without prejudice to company's right to rate adjustment by way of discount or any other right or remedy available to company, company may terminate the Contract of any part thereof by a written notice to the bidder if :
 - a. The successful bidder fails to comply with any term of the Contract.
 - b. The successful bidder informs company of its inability to complete the work (s) or any part thereof within the stipulated completion Period or such inability otherwise becomes apparent.
 - c. The bidder fails to complete the work (s) or any part thereof within the stipulated completion Period and/or to replace /rectify and rejected or defective work(s) promptly.
 - d. The successful bidder becomes bankrupt or goes into liquidation.
 - e. The successful bidder makes a general assignment for the benefit of creditors.
 - f. A receiver is appointed for any substantial property owned by the successful bidder.
 - g. The successful bidder has misrepresented to company, acting on which the, company has placed the Order on the successful bidder.
 - h. Upon receipt of said termination notice, the successful bidder shall discontinue the work on the Contract so far as terminated, and matters connected therewith.

On termination of the contract, without prejudice to any other right or remedy available to company under the contract, in the event of company suffering any loss on account of delayed completion or non-completion, company reserves the right to claim and recover damages from the successful bidder in respect thereof. "

The contract can be terminated by giving three months notice by either party in writing
15. **Subletting of work:** No part of the contract or any share or interest there in shall in any manner of degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm, corporation without the written consent from BALMER LAWRIE & CO.LTD.

16. **Penalty clause:** - Any failure on the part of the contractor in executing the contract as per tender terms will be viewed seriously. Further, the company reserves the right to engage any other contractor at the then prevailing rates and the additional cost if any incurred in this process will be recovered from the contractor. Also the contractor may be debarred from participating in future tenders of the company.
17. **Arbitration :-** Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation 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 therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

CONTRACTORS RESPONSIBILITY

- a. The successful contractor shall undertake to comply with all statutory regulations, like Employees state Insurance Act, Employee PROVIDENT Fund and Miscellaneous Act, Payment of Bonus Act, Gratuity Act, Minimum Wages Act, etc or any other act which are applicable for employment of his workmen. The contractor should take the onus of responsibility for any accident/ eventually occurring to his staff and the company will in no way be held responsible.
- b. The successful contractor will be the ultimate employer of his men and he shall supervise the work of the men engaged by him for deliverance and performance of the contract. There shall be privacy of contract strictly between the company and the contractor only
- c. The successful contractor shall at their expenses comply with all labour laws and keep Balmer Lawrie & Co. Ltd indemnified in respect thereof. The successful contractor should comply with all rules and regulations of Andhra Pradesh State Labour Board or any other bodies as required.
- d. The successful contractor 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.
- e. The successful contractor will be responsible for the welfare and discipline of his employees inside the Guest house premises. The successful 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 guest house. It shall be the full responsibility of the successful contractor to endure that such personnel are removed from the premises forthwith when notified about such requirement.

SIGNATURE OF THE BIDDER WITH SEAL

