



**Unit-101-103, Ascot Centre, Near ITC Hotel,
Andheri(East),Mumbai- 400099, India**

NOTICE INVITING TENDER

Tender No. BL/LS/Admin/005/17-18 dated 24.10.2017

Due date of Tender: 30.10.2017 at 16.00 am
Opening of Price Bid: 30.10.2017 at 17.00 am

Online e-bids is invited for providing “**Pantry Facilities**” at the Company’s Office situated at Unit Nos.101-103, Ascot Centre, Near ITC Hotel, DP Road, Andheri(East), Mumbai-400099through BalmerLawrie e- procurement Portal <https://balmerlawrie.eproc.in>

The tender document can be downloaded from www.balmerlawrie.com

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

BalmerLawrie& Co.Ltd. Unit-101-103, Ascot Centre Near ITC Hotel, DP Road, Andheri(East), Mumbai – 400 099.	C1 India Pvt.Ltd. 603,Coral Classic, 20 th Road, Near Ambedkar Park, Chembur Mumbai-400 071
Contact Persons: 1. Mr. Prakash Kesare Mob.09920466433 Land Line No.022 66361226 Email: kesare.pp@balmerlawrie.com 2. Mr. Zakir Khan Land Line No.022 28263568 Email: khan.z@balmerlawrie.com	Contact Person 1. Mr. Ravi Gaiwal ravi.gaiwal@c1india.com Mob. +9619379192 Email: ravi.gaiwal@c1india.com 2. Mr. Tirtha Das Mob.09163254290 Email: tirtha.das@c1india.com

1. **Introduction**

BalmerLawrie& Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, NetajiSubhas 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. BalmerLawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz. Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asoti, 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 e-bids are invited from registered vendors for “Providing Pantry facilities” as per detailed Scope of Work contained in Annexure II of this tender.
2. Contractors, Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company, will not be eligible.
3. The tender is invited in **Single-Bid System**. The tender document consists of **Price Bid**.
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

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

BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

6. Bid Security / Earnest Money Deposit (EMD) / Security Deposit– As per Clause No. 2 & 11 of the General Terms & Conditions of this Tender document.

NSIC / MSME / DIC UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME / DIC), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

NOTE: Bidder having NSIC/MSME/DIC Registration needs to attach copy of valid Certificate applicable for the tendered item (Complete Set).

Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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

The Tender document consists of:

SN	Contents	Annexure
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7.0 The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

7.1 Late Bids

Any bid received after the submission deadline will be declared 'Late' and rejected and returned unopened to the bidder

7.2 Bid Validity

The offer shall remain valid for a minimum period of 60 days from the date of opening of the Price Bid.

7.3 Bid Rejection Criteria

A bid may be rejected if

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- ii. Conflict of interest between the bidder and the Company is detected at any stage.

7.4 Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (*Only email queries shall be replied*)

7.5 Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to-time basis in E-procurement platform/website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

ANNEXURE- I

ELIGIBILITY CRITERIA

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

- ❖ Three years experience in handling pantry facilities to employees, Company's Guests and providing catering for meetings / conferences.
- ❖ The tenderer shall have to submit statutory details of PAN/SERVICE TAX/PF/ESIC / GST, etc.
- ❖ Shops and Establishment License to be submitted
- ❖ Those Contractors / Vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the Company, will not be eligible for participation.
- ❖ The tender document is to be stamped and signed
- ❖ Submission of EMD of Rs. 5000/-

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

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

ANNEXURE- II

SCOPE OF WORK

- 1) The contractor shall provide Tea/Coffee three times per day at the company's premises located at Unit Nos.101-103, Ascot centre, Near ITC Hotel, Andheri(East), Mumbai – 400 099
- 2) The Contractor shall provide Tea/Coffee, etc. to all employees including guests of the Company by providing for approximately estimated **168 Nos. (cups)per day.**
- 3) The number of employees is subject to variation, solely at the discretion of the Company. Company's guests and visitors requirement shall also be serviced as indented by the company on day-to-day basis
- 4) Tenderer will have to provide one(1 No.) persons for serving tea, coffeetc., to all employees including Guests of the Company.The Contractor will not be paid separately towards two persons employed by him and the cost should be included and considered in the rate per cup.The Contractor shall ensure that the persons deployed are in neat and clean uniforms.
- 5) The contractor would be required to provide and purchase the following for Company guests as and when required.
 - (a) Biscuits and cold drinks
 - (b) Lunch, Snacks and Special Tea/Coffee

The reimbursement will be made against submission of actual bill and service charges @8% will be given.

- 6) Preparation of Tea, Coffee, etc. Shall be done at the Pantry
- 7) The Quality of Tea, Coffee, etc. shall be of standard required by the Company and the same will be subject to daily inspection by any authorized representative of the Company. The decision of the Company in regard to the quality and standard shall be final.
- 8) The services will be from Monday to Saturday. However, services to be provided on Sundays and Holidays will be as per Company's requirement and instructions.
- 9) **PERIOD OF CONTRACT:** The Contract will be for a period of one year effective 01November 2017 to 31October 2018.However, the contract may be renewed by mutual agreement for further period of one year on the existing terms and conditions.

ANNEXURE - III

UTILITIES TO BE PROVIDED BY THE COMPANY

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

ANNEXURE-IV

OBLIGATION OF THE CONTRACTOR

- (1) The bidder will need to comply with such formalities that are required by the statutory authorities such that the Company does not become liable to make any payment or fail to avail concessions, drawbacks, credits etc., attribute only to non-fulfilment of statutory formalities.
- (2) The Contractor will be responsible for paying minimum wages as applicable to his employees working in the canteen and shall cover them under the EPF Scheme, ESIC, Minimum Wages Act and other labour law including Contract Labour (Regulation & Abolition) Act 1970. The Contractor shall be responsible for Workmen's compensation, Insurance or any other liability. The Contractor /his workmen shall observe the Company's security procedure.
- (3) The Contractor will maintain all documents / register / challans / forms required like EPF/ESI/Minimum wage act applicable to his employees and shall produce as and when required for inspection by authorities /Company's nominated officials.
- (4) The Contractor will keep the Company fully indemnified from and against all claims, costs, charges, to which the company may be subjected and all the expenses to which the Company may be put in respect of personal injuries to the employees of the contractor arising out of or occasioned during the currency of the contract and in respect of personal injuries to the employees of the Company arising out of or occasioned during the currency of the contract due to negligence of the contractor or any of his employees. This indemnity shall be in addition to and not in lieu of any indemnity to which the Company may be entitled by law
- (5) The Tenderer will be responsible for keeping the pantry area neat, clean and hygienic in all respects.
- (6) The Contractor will have to provide clean uniforms to their employees at his own cost and personal hygiene to be maintained

- (7) The Tenderer will provide tea/coffee, etc to the employees including Guests. All material like sugar, milk, coffee, tea and fuel is to be provided by the Tenderers.

- (8) The Tenderers will be responsible for procurement of standard quality of raw materials subject to daily inspection by an authorized representative of the Company. The decision of the company in regard to the quality and standard shall be final.
- (9) The Tenderers will at his own cost, maintain adequate stocks of material for the satisfactory and efficient running he will replenish stocks as and when depleted.
- (10) The Tenderers will bring all materials at his own cost and the company will not be responsible for any loss or damage done, suffered and or caused to it while stored at designated place within the company's premises or at any other place
- (11) The persons to be employed by the Contractor for serving will be subject to examination by the Company's nominated doctor before the appointment and the contractor shall not appoint or employ any person whom the company's nominated doctor finds unfit on any grounds whatsoever. The cost for such medical examination of Canteen employees shall be borne by the contractor.

GENERAL TERMS & CONDITIONS

1. The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute

2. **Earnest Money Deposit**

Interest Free Earnest Money Deposit of **Rs.5,000/-** (Rupees Five Thousand only) in favour of BalmerLawrie& Co. Ltd. by way of Demand Draft / Pay Order payable at Mumbai to be made from a Scheduled Indian Bank.

Earnest Money Deposit can also be made directly to our IndusInd Bank (Account No. 20002273062, NEFT Code – IFSC INDB0000018) through electronic transfer and proof of transfer of funds deposited with us.

EMD of the successful tenderer shall be converted into Non-interest bearing Security Deposit and shall be refunded on completion of the contract period. In case of any defect in materials/treatment/workmanship detected during contract period, the same shall be rectified / repaired immediately on intimation about the same. Non-conformance during this period may entail forfeiture of the security deposit. The EMDs of unsuccessful bidders will be refunded only after finalisation of tender.

EMD is liable to forfeiture if:

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

Copies of the instruments (DD/PO) evidencing EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should be deposited in the Tender Box (Ground Floor) before due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

3. Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required). This is subject to verification by BalmerLawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled

4. **Submission of Online Bids**

The bids should be submitted in single bid process. For Price Bid, only the rates are to be submitted as per given format.

5. **Tender Opening**

Price Bid will be opened online as per the time and dates mentioned as it is a single bid.

6. **Acceptance of offers**

6.1 BalmerLawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

6.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and BalmerLawrie at any stage.

6.3 BalmerLawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of BalmerLawrie in this connection will be final.

6.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

7. **Negotiations**

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

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

8. **Price Variation**

The 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.

9. **Notification of Award**

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

10. **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.

11. **Security Deposit:**

The successful Contractor will be required to submit an interest free security deposit of **Rs 25,000/-** (Rupees Twenty Five Thousand only) by way of Demand Draft /Pay Order payable at Mumbai to be made from a Scheduled Indian Bank.

Security Deposit can also be made directly to our Indusland Bank (Account No. 20002273062, NEFT Code – IFSC INDB0000018) through electronic transfer and proof of transfer of funds deposited with us.

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

The Security Deposit will not bear any interest

EMD of the successful bidder will be adjusted in Security Deposit

Security Deposit is liable for forfeiture, if

- Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- The Contractor damages or loses records /documents of the Company and/or of statutory compliances.
- The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.

- The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- Successful Contractor violates the tender condition.
- Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit and the retention money. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages.

12. 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 to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated

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

14. Payment Terms

14.1 Bills shall be submitted at the end of the month and will be made within 10 days from the submission.

14.2 The Contractor will not be paid any advance for providing services

14.3 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.

15. Sub-letting of Work

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

16. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against

the company on account of the faults of the contractor/his workmen while delivering the test weights at site. 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.

17. 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.

18. PF / Other Statutory obligations

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

The Contract Labour (Regulation & Abolition) Act 1970

The Employees Provident Funds and Miscellaneous Provisions Act 1952

The Employees State Insurance Act 1948

The Minimum Wages Act 1948

The Workmen Compensation Act 1923

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

The personnel deployed in the Company's premises by the Contractor should be 18 years & above of age and shall be fully qualified in all respects to carry out the activities for which he has been deployed

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour

enactment and as amended from time to time shall be fully charged to the contractor.

19. **Insurance**

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

20. **Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives and property within Company's flats. Any damage to any life and/or property due to negligence/mishandling by the tenderer would be to the account of the contractor.

21. **Penalty Due to Non-performance**

In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "**Risks and Cost**" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

In case of damage to property by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the Officer in Charge or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's '**Risk and Cost**' and charges on account of such losses will be fully recovered from Contractor's bills.

22. **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.

23. **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.

24. **Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, BalmerLawrie& Co. Ltd. and the provisions of Arbitration Act, 1966 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The

award shall be a speaking award stating reason thereof and is final and binding on the parties. The proceedings shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

25. Termination:

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

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply as per the purchase order.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The Security Deposit will be forfeited.

NOTE:

Wherever any dispute regarding the job arises, the decision of the BL would be final and binding on the contractor

26. 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 nonperformance 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 COO (T&V), BalmerLawrie& Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE - VI

GST Compliances

[1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VII attached

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE - VII**DETAILS OF VENDOR**

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account 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 -VIII**PRICE BID**

SN	Description	Estimated Quantity per Day (Nos.)	Rate (Rs.)
A	Tea (Per Cup) Add: GST @ 18%	120	
	TOTAL (A)		
B	Green / Herbal Tea (Per Cup) Add: GST @ 18%	12	
	TOTAL (B)		
C	Coffee (Per Cup) / Lime Juice (Per Glass) Add: GST @ 28%	36	
	TOTAL (C)		
	GRAND TOTAL (A+B+C)	168	

I / We have studied the Tender Documents BL/LS/Admin/005/17-18 dated 24.10.2017 carefully and have quoted our lowest rates, in accordance with the **General Terms & Conditions** as laid down in the Tender Documents.

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Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

CONDITIONS FOR ONLINE BID SUBMISSION

Pre-Requisites before Login to System (Software requirements)

Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on E-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

Registration with e-Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Ravi Gaiwal, Tel +9619379192 Email - ravi.gaiwal@c1india.com
2. Mr.Tirtha Das, Mob 9163254290 email - tirtha.das@c1india.com

Or

BalmerLawrie's officials.

Contact nos. and e.mail ID's

1. Mr Prakash Kesare ,Mob: 9920466433 / Land Line No.022 66361226
Email:kesare.pp@balmerlawrie.com
2. Mr. Zakir Khan -Land Line No.022 28263568
Email: khan.z@balmerlawrie.com

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.

Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Disclaimer Clause

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

CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS

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

The supplier declares herewith:

Legal compliance

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

Prohibition of corruption and bribery

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

Respect for the basic human rights of employees

To promote equal opportunities for and treatment of its employees irrespective of skin colour, 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;

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.