



5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India

NOTICE INVITING TENDER

Tender No. BL/MUM/201920/20 dated 13th December 2019

Due date of Tender: 20th December 2019 at 11.00 am
Opening of Price Bid: 20th December 2019 at 11.30 am

Online Single bid e-Tender is invited from registered vendors for providing Annual Maintenance for Air Conditioners and VRF HVAC System at its Office Establishments and Guest Houses.

Through Balmer Lawrie e- procurement Portal <https://balmerlawrie.eproc.in>

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

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

Balmer Lawrie & Co. Ltd. Regional HR Department 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001	C1 India Pvt. Ltd. 603, Coral Classic, 20 th Road, Near Ambedkar Park, Chembur Mumbai- 400 071
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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 registered vendors for providing Annual Maintenance for **Air Conditioners and VRF HVAC System** at Office establishments and Guest Houses as per detailed Scope of Work contained in Annexure II 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.

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

Micro and Small Enterprises (MSE's) with valid “Udyog Aadhar Memorandum” (UAM) number are exempted from payment of Earnest Money Deposit and 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.

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. 6.3

The Tender document consists of:

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6.0 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.

6.1 Late Bids

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

6.2 Bid Validity

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

6.3 Bid Rejection Criteria

A bid may be rejected if

- i. The bidders fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. The bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- vi. Bidders to mandatorily provide the Provisional GST number as per Annexure V and also provide proof of registration.
- vii. 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.

6.4 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 (Window, Split, VRF Ductable, etc) 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 two (2) 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.
11. The location of office establishments and guest houses - Annexure IV
12. The rate of charges for various jobs that would be required for annual maintenance of Air-Conditioners 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. **Earnest Money Deposit**

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

Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code – IFSC” SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.

Offers received without EMD will be rejected at the tender opening stage itself.

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 physical original instruments/drafts should be deposited in the Tender Box (Ground Floor) prior to 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.

UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. Linking with earlier transactions / adjustments with pending bills of any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

- (a) Withdrawal of offer during validity period of the offer.
- (b) Non acceptance of Order within the stipulated time.
- (c) Any unilateral revision made by the bidder during the validity period of offer.

- (d) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
 - (e) Non submission of Security Deposit
3. 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.
4. 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.
5. **Tender Opening**
Price Bid will be opened online as per the time and dates mentioned.
6. **Security Deposit**
Security Deposit of **Rs.25,000/- (Rupees Twenty-Five Thousand only)** to be deposited within 15 days of receipt of Purchase Order in the form of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai or Bank Guarantee valid for 18 months in BL's format as per Annexure VII.

The Security Deposit will not bear any interest.

The Security Deposit can be adjusted to the extent of EMD amount for the successful bidder.

The Security Deposit will be refunded only after successful completion of the contract without any legal / statutory liability.

Security Deposit is liable for forfeiture if –

- a) Withdrawal of offer during validity period
- b) Unsatisfactory services i.e failed to fulfil the results as per the requirement of the Company during the validity of the contract.
- c) The Contractor damages or loses records /documents of the Company and/or fails in statutory compliances.
- d) 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.
- e) The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- f) The license of the Contractor is withdrawn / cancelled by any statutory / legal authorities during the validity of the contract.
- g) Successful Contractor violates the tender condition.
- h) 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 without any legal / statutory liability. 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. In case of any damages caused to the building, plant and machineries, the Security Deposit will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any, on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

7. 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
8. **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
9. **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.
10. **Acceptance of offers**
 - 10.1 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.
 - 10.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
 - 10.3 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.
 - 10.4 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.
 - 10.5 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.
11. **Negotiations**
 - 11.1 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.
 - 11.2 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.

12. **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.

13. **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).

14. **Period of Contract** – The contract will be for a period of one year effective 01.01.2020 to 31.12.2020. 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.

15. **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 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

16. **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.

17. **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.

18. **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.

19. **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. 28.

20. 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.

21. Tender Evaluation: The tender would be finalized on the basis of Lowest Nett Delivered Price (NDP) in the ratio 60:40 for Annexure VI (Price Bid for AMC) and Annexure VII (Rate Charges for various jobs)

22. Payment Terms

22.1 Within 7 days of submission of invoice upon completion of work duly certified by the concerned Officer-in-Charge.

22.2 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.

23. 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.

24. 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.

25. 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, Contractor 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.

26. 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.

27. 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.

28. 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.

29. 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 during the contract period. An Indemnity Bond (Annexure VIII) is to be executed by the successful L1 bidder within 5 days of the receipt of PO. 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.

30. **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. Vendor 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 BMC & 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.

31. **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.

32. **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.

33. **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.

34. **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 Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

35. **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

Balmer Lawrie & Co Ltd.

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.

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

ANNEXURE – III

Location Details of Offices Establishments and Guest houses

I Location of Office Establishments

(a) 5, J. N. Heredia Marg, Ballard Estate, Mumbai

(b) 101. 102 and 103, Ascot Centre, Near Le Meriden Hotel, Andheri (East)

II Location of Guest House

(a) Flat No. A-203/204 Poonam Apartments, Worli, Mumbai

Inspection Report

Report to be submitted after each and every visit to concerned office establishments 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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	
11	Contact Person	
12	Bank Name	
13	Street	
14	City	
15	Branch Name	
16	IFSC Code	
17	MICR Code	
18	Account Number	
19	Pan Number	
20	Minority Indicator	
21	GSTIN Registration Number	
22	HSN /SAC Code for Supply/Service	
23	GST rate (in %) applicable for Supply/Service to be provided.	
24	Composition Scheme Applicable	Yes / No
25	Proof of GSTIN Registration No. per state [From GSTN website]	
26	Vendor's GSP name [GST Suvidha Provider's]	
27	Exemption No.	
28	Exemption Percentage	
29	Exemption Reason	
30	Exempt From	
31	Exempt To	

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

SN	Type of AC	Capacity (Tonnage)	Total (nos.)	Monthly Rate (Rs.)	Rate for 12 Months (Rs.)
1	SPLIT	1 Ton	6		
2	SPLIT	1.5 Ton	7		
4	WINDOW	1.5 Ton	1		
5	VRF DUCTABLE	7.5 Ton	2		
6	VRF DUCTABLE	8.5 Ton	1		
7	VRF DUCTABLE	11 Ton	2		
	TOTAL		19		

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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

RATE CHARGES FOR VARIOUS JOBS DURING AMC PERIOD

			Split AC Rate		VRF Ductable Unit rate		
SN	Item Description	Unit	1 Ton	1.5T	7.5T	8.5T	11 T
1	Installation of AC unit	Per unit					
2	Dismantling and removing AC Unit (Indoor & Outdoor)	Per Unit					
3	Loading AC unit	Per unit					
4	Unloading AC Unit	Per unit					
5	Replacement of cable 1.5 mm square	Per Meter					
6	Replacement of cable 2.0 mm square	Per Meter					
7	Replacement of compressor	Per unit					
8	Replacement of condenser	Per unit					
9	Replacement of Evaporator coil	Per unit					
10	Replacement of fan blade	Per unit					
11	Replacement of fan capacitor	Per unit					
12	Replacement of PCB circuit	Per unit					
13	Replacement of indoor motor	Per unit					
14	Replacement of outdoor motor	Per unit					
15	Drain pipe	Per meter					
16	Copper pipe	Per meter					
17	Swing Patti	Per unit					
18	Swing motor	Per unit					
19	Providing & Fixing outdoor unit stand	Per Unit					
20	Supplying & Fixing Grill Fabrication for outdoor unit	Per unit					
21	Supplying new remote handset	Per unit					
22	Core cutting	Per No					

Note- All rate should be including installation on site.

Plus: Applicable Taxes

ANNEXURE- VIII
(To be provided by successful bidder only)

Proforma of the Bank Guarantee (Security Deposit)

Balmer Lawrie & Co. Ltd.
5, J N Heredia Marg,
Ballard Estate,
Mumbai – 400 001

Dear Sir,

That Messrs. /Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. _____ dated -----(hereinafter referred as “the said Tender”) for providing “Caretaking & Housekeeping Services for transit flats” at Mumbai / Navi Mumbai and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. _____ (Rupees _____ only) as full security deposit (hereinafter referred to as “the security deposit”) in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. _____ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We _____ (set out full name of the Bank) having our office, inter alia at _____ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. _____ .00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your

Contract with the said Messrs. / Mr. _____ (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, _____ (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. _____.00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

ANNEXURE- IX

Indemnity Bond to be given by the successful bidder at the time of awarding of contract. This should be made part of tender document.

INDEMNITY BOND

(To be submitted by Successful bidder)

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/-)

This DEED OF INDEMNITY is made on the ____ day of _____ between M/s.
_____ -

(Hereinafter called 'The Sub Successful bidder' of the per part) and the Balmer Lawrie & Co. Ltd. (hereinafter called 'Balmer Lawrie' of the other part).

That the Balmer Lawrie has awarded work of _____
vide work order No. _____ Dated _____ and the successful
bidder has signed the terms and conditions including the GENERAL CONDITIONS of
the agreement agreed between successful bidder and the Balmer Lawrie on dated
_____. This document is part and partial of the above referred agreement.

As per the terms and conditions relating to the compliance of various LABOUR LAWS for the contracting period in the above referred work order. The SUCCESSFUL BIDDER has agreed to comply with the provisions of all the LABOUR LAWS applicable from time to time and/or his sub-successful bidders including his workers or any other nature of workers engaged with or without the consent of the Balmer Lawrie.

The Per Party i.e. the SUCCESSFUL BIDDER moved by the sentiments of justice and humanity as well as by the desire to secure the permanent peace and tranquility in and amongst the labour community, AGREE and UNDERTAKE the following :-

1. I hereby expressly undertake to bound by all the provisions of the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and abolition) (Gujarat) Rules,1972, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.
2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.

3. I Further Undertake to Comply with The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.
4. I further undertake to furnish the details as and when required in the prescribed format as decided by the Balmer Lawrie in case of any accidents which may result into man-days/man-hour loss including fatal accidents.
5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the Balmer Lawrie and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake including my sub-successful bidder to indemnify the Balmer Lawrie from all the litigations/ disputes/ claims accrued out of this from the commencement to the completion of the successful bidder. I also undertake abide by all the status/rules/regulations of any statutory body.
7. In case I or my sub successful bidder fail to provide any amenity / benefits required to be provided under any labour laws applicable to the company or the successful bidder from time to time, I accept any kind of financial liability like fine, penalty, imposition of damages for non-compliance of the provisions of the acts and if I fail to do so, the company, being a principal employer shall be at liberty to deduct the amount from the bill amount.
8. I further declare that as per the articles of the Associations of our Company / Partnership Deed/ Proprietary Documents, I am authorized to furnish this undertaking and the Successful bidder shall be bound by the stipulations herein contained and so will be the Sub-successful bidder(s).
9. This Indemnity Bond / Agreement is Subject to Mumbai Jurisdiction only.

Place:

Date: / /

Witness:

Accepted by:

(For, Principal Employer)

ANNEXURE- X

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 – XI

Indemnity Bond to be given by the outgoing successful bidder before his last month bill & final settlement is released by BL

(To be submitted by Successful bidder)
(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/-)

INDEMNITY BOND

I,, Designation of M/s.
Address - Hereby declare and certify that we have employed workmen in connection with the Executing of the contract job awarded to us vide work order No. dated for Work of
At. And all the successful bidders labours have been fully paid their dues of wages, allowances, compensation and any other amount due to them under Minimum Wages Act, Payment of Wages act, Workmen's Compensation Act, Payment of Bonus Act or any other relevant acts and rules made their under of the Central or State Govt. of the time being in force and / or under any bipartite / tripartite agreement or any award of any Labour Court or Tribunal or Arbitration, as the case may be and further declares that no dispute as to the wages, compensation, bonus or any allowance is pending in respect of any workman employed by us. The work awarded was commenced on _____ and/or completed on _____ or likely to be completed by _____. We further declare that we have fulfilled and discharged all the obligations under Contract Labour (Regulation and Abolition) Act, the Inter-state Migrant Workman (Regulation of Employment and Conditions of Service Act), Employees Provident Fund and Misc. Provisions Act and other relevant acts and rules of the Central and the State Govt. for the time being in force.

1. We have deposited the Provident Fund contribution in respect of all the employees under the Employees Provident Fund and Misc. Provision Act 1962, the P.F. contribution administrative and other charges have been deposited in P.F. code No.
2. We have deposited the contribution in respect of all the employees cover under the Employees State Insurance Act, 1948 in ESI Code No. OR workmen compensation act Policy No. Date

Further, we undertake to indemnify Balmer Lawrie & Co. Ltd. in respect of any loss, claim, damage, compensation or expenses that may become payable in future on Balmer Lawrie & Co. Ltd. or incurred on account on non-payment of any dues or claim of any workman employed by us directly or through sub-petty successful bidders for non-fulfilment of any by laws of the Central or State Govt. or Local Authority or any other statutory body as the case may be.

Place :

Date :

WITNESS

1. Signature _____ Signature of Authorised Representative
of

M/s.

Name _____

Name :

Designation:

2. Signature _____

Name _____

ANNEXURE – XII

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.

Balmer Lawrie & Co Ltd.

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u> (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 : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

Balmer Lawrie's officials.

Contact nos. and e. Email ID

1. Ms. B. D'Silva - Land Line No.022 6636224
Email: dsilva.b@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 (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 behavior 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.