



BALMER LAWRIE & CO. LTD.

LOGISTICS

INFRASTRUCTURE

Temperature Controlled

Warehouse

Survey No. 833,

Kistapur Road,

Village and Mandal - Medchal

Medchal, Telangana

Mobile No 9676505656,

E-mail: addagiri.n@balmerlawrie.com

TENDER NO: BL/LI/TCW-HYD/20-21/028

TECHNICAL /

COMMERCIAL BID

**Tender Document for
Engagement of House Keeping
Contractor at TCW Medchal**

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NOTICE INVITING TENDER

On Line Bids in Single Bid System are invited from experienced vendors who fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading "General Terms and Conditions", for undertaking the subject contract for **[Engagement of House Keeping Contractor TCW Medchal]**.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from www.balmerlawrie.com and the procurement website <https://balmerlawrie.eproc.in>.

The signed copies of the required documents in support of bidder's credentials are to be send along with the tender documents.

S. No	Description	Details
1	Name of Work	Engagement of House Keeping Contractor TCW
2	Tender No	BL/LI/TCW-HYD/20-21/028 DT.06.11.2020
3	Validity Of Offer	90 days from the date of opening of the price bid.
4	Contract Period	One Year extendable for one more year.
5	Tender Fee	NA
6	EMD	Rs.3000 /- (Three Thousand only)
7	Downloading / Submission of Tender :	
	a. Starts on	06.11.2020 at.6.00 pm
	b. Closes on	17.11.2020 at 5.00pm
	c. Opening on	17.11.2020 at 5.30pm

SPECIAL INSTRUCTION TO BIDDERS

1. LIST OF DOCUMENTS TO BESUBMITTED

The **signed and stamped** copies of following documents should be sent as part of the technical/commercial bid submission

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietor ship firm.
- c. Copy of Income Tax PAN Card.
- d. Copy of GST Registration Details.
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.17.
- f. All the pages of the tender document (NIT) should be signed and stamped.
- g. Copies of valid PF and ESI Registration.

2. VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OFBIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any reference to the tenderer and decision of Balmer Lawrie in this respect will be final.

- e. If at any stage it transpires that any party submitted false or forged documents may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, may not be considered for commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.

3. BID SUBMISSION

The bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

For registration and online bid submission bidder may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

Bl Help desk Details.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : bisupport[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.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

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

All the bidders who do not have digital certificates need to obtain Digital Certificate (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The bidder shall invariably furnish the original DD towards Tender fee and EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the

responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. For submission of Online price bid, bidders are requested to download the excel sheet, fill the details, sign, scan and upload the same. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/issues arising out of this.

The bidder 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 process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders 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.

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

The hardcopies should reach the office of Balmer Lawrie at the following address.

**Kind Attention – Rakesh R. Choudhary,
Balmer Lawrie & Co. Ltd.
Container Freight Station,
Plot No. 1, Sector -7,
Dronagiri Node,
Navi Mumbai, Maharashtra - 400707
Contact No. +91 9866400155**

4. SPECIAL NOTE

Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to tender from time to time.

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

5. Filling of Tender Documents

The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie. The sole proprietor or authorized representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole

proprietor / authorized representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

6. SCOPE OF WORK

House Keeping

1. Cleaning of office space before start of office timing i.e. before 9.00 **am** in the morning.
2. Cleaning of **entire** campus area including the approach roads.
3. Cleaning all the furnitures and fixtures free from dust.
4. Cleaning the tables, wooden panels, chairs trays, telephones, filing cabinets, cupboards, paper-racks, table fans, Xerox machines etc., free from dirt/dust.
5. Cleaning all glass doors and fixtures daily with Colin /window shine liquid cleaner.
6. Cleaning all Partitions, glass panels/glass doors etc.,
7. Removing the waste paper/garbage from the office area and to be disposed at a designated place within or outside the premises as per the direction from company representative.
8. Cleaning of all toilets, canteen, sanitary fittings, wash basins, closet and ceramic floor/wall tiles and applying disinfectant periodically and removing of blockades in the toilets, drains etc. All such cleanings should be done thrice in a day i.e. at morning before start of office i.e. at 09.00 AM, 12.30 PM & 4.00 PM.
9. Providing liquid soap, soap cake, urinary cubes, Sani fresh, toilet rolls, mop, , air purifier etc., in the toilets.
10. Spraying air purifiers, perfumes in the office area twice a day. The air purifiers shall be of standard brand / quality approved by the unit head.
11. Any other housekeeping jobs that is required to be executed from time to time as per the instruction given by the company representative.

7. Manpower Deployment

- a) **The indicative manpower required is 3 (three).** The staff engaged by the Agency shall not be considered as employees of the BL and they should not claim for any kind of right regarding the employment on the BL and other related benefits.
- b) The staff engaged by the agency/ Contractor shall be paid their salary within 7th of the following month. All other statutory payments including bonus shall be paid as per the applicable rules. In case the same is not paid by the contractor within the time period, BL as principle employer reserves the right to make the payment & recover the same from the agency/contractor.
- c) The staff so engaged by the Agency for BL should behave in a good disciplined manner with the employees of BL. If any staff misbehave with any employees of BL, the Agency is required to take necessary action against him/her and if advised by BL, the staff is required to be removed by the Agency immediately from the duty.
- d) **The Staff appointed by the Agency/ Contractor for BL should be medically fit should not suffer from any infectious disease. The contractor should submit medical report before engaging the person, and such certificate should be submitted on yearly basis.**
- e) The Agency/ Contractor shall be responsible for providing necessary tools & tackles to their staff as

may be required for effective performance of the work or as may be suggested by the Officer In-charge of BL and BL shall not bear any cost or responsibility whatsoever in the matter. Without Uniform and essential items, appropriate PPEs the staff will not be allowed to perform the duty.

- f) The agency/ Contractor must issue identity card with photo, name etc, which they are required to display while in the premises of BL to check their presence in BL.
- g) The staff of the Agency/ Contractor should wear proper and clean uniform provided by the Agency while on duty and they shall be well dressed and keep a nameplate written legibly above the pocket of their shirts. The cost on this account shall be borne by the Agency.
- h) BL shall not provide any residential accommodation in the premises for staff employed by the Agency.
- i) The agency/ Contractor shall ensure compliance of all applicable statutory Rules & shall indemnify BL against any such claims from its workmen or their family members.
- j) The agency/ Contractor shall be responsible for the safety & security of its employees & shall comply with all applicable Safety rules & regulations.
- k) The agency/ Contractor shall depute their Supervisors who shall supervise & ensure satisfactory services along with compliances of all statutory provisions.
- l) On finalization of the contract, the Agency/ Contractor shall furnish the list of persons to be employed along with their photographs & full addresses, contact number etc to the Officer in Charge of BL. Any changes in the deployed manpower will have to be communicated by the Agency atleast 2 days prior, to the Officer-In-charge of BL.
- m) The Agency/contractor will have to undertake any other additional work as assigned to him from time to time and supply additional manpower as and when need arise with 12 (Twelve) hours prior notice.
- n) The Supervisor should visit the site at least twice in a week who has experience in Housekeeping and sanitation and he/she should have written skills in English. He/ She should be provided with mobile phone service at the cost of the Agency and be responsible for all the staff deployed by the Agency in BL and for all instruments/equipment and ensure that consumable items are of proper quality and in proper condition.
- o) The Agency/ Contractor shall insure all the personnel employed at his own cost for the execution of the work against any personal injury that may be sustained during the execution of the work and BL shall not defray such expenses / cost on account of such Insurance cover. The documentary evidence shall be submitted before the beginning of the contract work.
- p) The Staff of the Agency/ Contractor shall not cause any annoyance or nuisance while discharging duties at the premises.
- q) In case the agency does not engage adequate /required manpower for the unit due to leave/ absence by his workmen, replacement to be done immediately by the contractor.
- r) In case if any given work is not executed the same shall be done by the company and appropriate cost shall be debited from monthly bill.

8. STATUTORY AND SAFETY COMPLIANCE:

a) The rates quoted should be on monthly basis, which include all expenses and Government Taxes, or any other taxes levied by the Government of Telangana as per prevailing rate applicable from time to time excluding Service Tax.

b) The Agency/ Contractor must pay the minimum wages to their workers as notified by Govt. Of Telangana and subsequently revised from time to time. [The Agency is required to submit the rate break-up against their Price Bid as per Annexure –I of Price Bid].

The 'Onus' for producing the copy of notification of the appropriate Government revising the Minimum wages from time to time will be the responsibility of the Agency.

c) The Agency/Contractor shall be fully responsible for all liabilities, which may arise in respect of its staff due to any Industrial Dispute or Compensation payable under the Employee's Compensation Act, or any other Industrial legislation or any other legal matter and in the event if any liability comes to be borne by BL, the same shall be recoverable from the agency. BL shall not be responsible for the staff employed by the agency.

d) The various records required to be maintained under the applicable labour laws and labour legislation, should be made available for Scrutiny by the Agency/ Contractor to the authorized representative (s) of BL & other Statutory Authorities as and when required.

e) Agency/ Contractor shall abide by all laws of the land including labour laws (ESI, PF Bonus, Income Tax, Service Tax or any other extra taxes levied by the Government) Companies Act, Tax Deduction liabilities, Welfare measures of its employees and all other obligation that are not essentially enumerated and defined herein and BL shall not be responsible or be involved in any way what-so-ever.

f) The Agency/ Contractor should abide by the rules, regulations, bylaws, statutes, etc., made applicable by the Central, State Government and other local authorities for execution of the up keeping and Sanitation jobs.

- It will be the responsibility of the contractor to ensure proper safety of the persons deployed to carry out the work. The contractor shall adhere to all prevalent safety rules and regulations of the unit and provide all necessary work related PPEs like masks, gloves Safety jackets, safety shoes etc. If the safety related equipment are not provided by contractor, then company will provide the same and the cost will be deducted from contractor's bill.

g) The Agency/Contractor shall be responsible for any injury or loss caused to the workmen engaged by the Agency/Contractor in the due performance of the work as specified in this Tender.

h) The Agency/Contractor shall be responsible for payment of any compensation under the Employees' Compensation Act, 1923 that may arise and other statutory requirements with regard to his personnel engaged for execution of the work under this Tender at his own cost.

i) The Agency shall ensure that all its employees covered under the ESI Act are duly issued ESI Cards.

9. TERMINATION OF CONTRACT

The contract can be terminated by giving one-month notice in writing by either side. However, BL reserves the right to terminate the contract by giving *one week notice* if the contractor is neglecting the work and not able to perform its duty effectively to the satisfaction of BL

10. OTHER REQUIREMENTS

Successful bidder shall post a Supervisor for supervising the above work. The Supervisor shall visit the premises and meet the Officer Incharge (minimum once in a week) during work hours to check on requirements and also to supervise the work done by their staff. The name of the supervisor and mobile number is to be intimated to the company. In case any work allotted is not completed on time or if there is delay in completing the work, the company shall make alternate arrangements for carrying out the jobs. The cost on account of this shall be recovered from the contractor's bill.

- A) The Officer – In charge & Supervisor of the Agency himself has to visit once in a week and check the BL premises and should have to check that persons are working properly or not.
- B) The Agency shall be solely responsible for the damage to the BL property due to negligence during work and cost of all such damages will be recovered from the amount payable to the agency.
- C) In the event of failure while carrying out work assigned under the contract to the satisfaction of BL, BL reserves the right to get the work done through alternate sources at the cost and risk of the contractor.
- D) All Agency's equipments, tools, tackles, articles and personnel etc. shall be at the sole risk of the Agency.
- E) During inspection, if the sanitation work is found to be properly not done, the agency shall be penalized.
- F) BL shall make payment within *a week* after submission to the accounts department by the Agency of detailed bill with challans of PF, ESI paid by the Agency to the Government in respect of its workmen deployed by them to work in BL as a part of this Tender.
- G) If any dispute arises regarding interpretation of any of the provisions of the contract or the implementation of the contract or any matter emanating out of the contract to take place with the successful bidder, the decision of Unit Head (TCW) shall be final and binding to the agency.
- H) The Agency/ Contractor shall not be permitted to assign or subcontract the work or any part of the work awarded in their favour.
- I) The contractor should provide services with branded material and consumables. BL will not be responsible for any increase in the rates or tax on materials, sanitary items or consumable during the pendency of the contract.
- J) The contractor shall provide all required tools to the sanitary persons from the date of commencement of the contract to attend the respective Housekeeping and Sanitation work in the Head Office campus.
- K) Maintenance of any kind of statutory records related to manpower shall be the whole and sole responsibility of contractor /Agency.
- L) The Agency shall engage his staff only after prior police verification and shall provide a list of such staff along with their permanent address to BL.

- M) The agency shall maintain the requisite records in respect of the manpower deployed, quantity and type of material/consumable used for Housekeeping & Sanitation and that may be checked by the Officer In-charge and any of his Authorized representative at any time.
- N) The Agency shall fully satisfy itself about the quantity and type of material/consumable/equipment to be used for Housekeeping & Sanitation before submitting the bid. For the same, the Agency may choose to inspect the site as specified in Clause 14 of this Tender.
- O) Income Tax with surcharge shall be deducted at source as per rules.

GENERAL TERMS AND CONDITIONS

11. ELIGIBILITY CRITERIA FOR TECHNO-COMMERCIAL BID

- a) Payment of Interest Free EMD of Rs. 3, 000/- (Rupees three thousand only).
- b) Should possess PF and ESI Registration, copies of registration details and the latest paid challan to be submitted.
- c) Should have GST Registration, copies of the GST registration details to be submitted.
- d) Should have minimum average turnover of Rs. 5.00 Lac during the last 3 years ending March 2020. Copy of audited Profit/Loss Account and Balance sheet to be attached.
- e) Experience in Housekeeping work for a minimum period of [3 years as on 31.03.20]. Copies of work orders for the last three years to be attached.
- f) Should not have been blacklisted by any PSU / Govt. Department (a **self-certification** is required) This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender, or order already placed will be cancelled.
- g) **The quoted price quoted should be inline with the Minimum Wages applicable for said location.**
- h) **Bidder should be registered vendor with Balmer Lawrie & Co.Ltd .**

12. RATES/ TAXES AND DUTIES

The bidder should quote their rates as per the minimum wages act applicable for Government of Telangana as per the attached price bid format.

13. ACCEPTANCE OF OFFERS

- 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.
- Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 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.

14. NEGOTIATIONS

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

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.

15. PRICE VARIATION

Price variation will primarily is wages for the contract labourers as per the government of Telangana revised from time to time. The contractor has to submit the details along with the notifications to process the applicable amendment.

16. CONTRACT PERIOD

The contract period shall be 1 year from the date of issue of PO or LOI whichever is earlier. After successful completion of contract period of one year, the same can be extended for another one year if agreed by the contractor on the same terms and conditions.

17. FACTORY VISIT

The bidder, at the bidder's own cost/responsibility is advised to visit and examine the type of Work and handling conditions etc., and obtain all information and satisfy themselves that may be necessary for preparation and quoting the Tender.

18. VALIDITY OF OFFER

Your offer should be valid for acceptance for 90 days from the date of opening the price bid

19. MOBILIZATION

You shall be mobilizing within 2 Days after notification by BL, a formal communication to that effect shall be given by an authorized person from BL. In case the additional labour is required then the contractor shall arrange with in a time period of 12 Hours after notification by BL.

20. ESI/PF/OTHER STATUTORY OBLIGATIONS

The successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Factories Act, Payment of Wages Act, Minimum Wages Act (Government of Telangana), Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), Payment of Bonus Act and other applicable labour enactments as amended from time to time in respect of personnel deployed by him in company's premises.

The successful bidder shall submit a detailed list of the personnel deployed by him in the company's premises which shall include the name, address and date of birth of the personnel deployed. They shall be permitted entry into the company's premises only after being duly verified and issue of entry passes.

The successful bidder shall issue to all personnel deployed by him in the company's premises, photo identify cards duly certified by the company. The same shall be retained by the said personnel at all times during their presence within the company's premises.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender.

The successful bidder / Contractor shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by him in the company's premises and shall keep the company indemnified thereof.

Cost if any, incurred by the company in ensuring statutory compliance with the existing labour enactments as amended from time to time or for any other matter connected with personnel deployed by the successful bidder in the company's premises shall be fully charged to the Contractor.

The personnel deployed in the company's premises by the successful bidder shall be fully qualified in all respects to carry out the activities for which he/she has been deployed.

Contractor shall equip the personnel deployed by him in the company's premises with all the necessary implements and safety equipment and shall ensure that adequate safety precautions are taken by them while carrying out their work in the factory premises. Also, it is the responsibility of the successful bidder to ensure adherence to environment related requirements by his/her employees at our site.

The payment of bill for services rendered presented by the Contractor shall be processed only on submission of satisfactory proof of remittance (challans) of statutory dues such as ESI, PF etc. in respect of the personnel deployed by him in the company's premises.

As per provisions under the Contract Labour (Regulation & Abolition) Rules 1971, salary disbursement to the personnel employed by the contractor has to be done in presence of authorized representative of BL. Hence, a wage register has to be maintained at BL by the contractor.

21. EARNEST MONEY DEPOSIT (EMD)

Before the last date and time of bid opening, the bidder is required to submit at the above mentioned address (please refer Notice Inviting Tender) the EMD of Rs.3,000/- (Rupees three thousand only) by way of abankdraft/payorderpayableatKolkatafavoringBalmerLawrie&CoLtd.TheEMDwillbeinterest-free.

EMD of the successful bidder(s) will be adjusted against Security Deposit and EMD of unsuccessful bidders will be returned after acceptance of LOI /Order. **EMD shall be exempted for MSME/NSIC registered vendors upon providing valid supporting documents.**

EMD is liable to forfeiture in the event of:

- a) **Withdrawal of offers during validity period of the offer**
- b) **Non acceptance of orders by the bidder within the stipulated time after placement of order.**
- c) **Any unilateral revision made by the bidder during the validity period of the offer.**
- d) **Non submission of Security Deposit.**
- e) **Bidders submitting false/fabricated/bogus documents in support of their credentials**

22. SECURITY DEPOSIT

The successful bidder shall be required to submit within 10 days of issue of LOI/PO, security deposit of Rs.5% of the contract value by way of Demand draft / irrevocable BG as per our format. No interest will be payable on security deposit. Failure to submit security deposit shall entitle Balmer Lawrie to reserve the right to cancel the order without recourse to the bidder and forfeit the EMD. The SD shall be refunded after completion of the contract period. In the event of breach of contract, the SD is liable for forfeiture.

23. PAYMENT TERMS

Payment will be made on monthly cycle basis in the following month within 10 (Ten) working days of submission of bills duly certified by company officials with all relevant supporting documents.

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 flouting the conditions, Balmer Lawrie shall be entitled to get the supply from any other firm at the 'Risk & Cost' of the contract.

25. ALTERNATIVE ARRANGEMENT

In absence of timely and proper performance by the Contractor, Balmer Lawrie reserves the right to utilize the services of any other Contractor without notice at the risk and cost of the Contractor and to recover charges and expenses in excess of the contractual terms from the Contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of Balmer Lawrie for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions even if notice of termination is not served and contract terminated with the Contractor.

26. 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.

27. TERMINATION OF CONTRACT

The contract can be terminated by either party by giving 1 clear months' notice in writing. However in case of serious breach of contract by the supplier the Company reserves the right to terminate the contract forthwith without notice.

28. FORCE MAJEURE CONDITIONS

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred

as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

29. LIABILITY

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Balmer Lawrie premises. Any damage to life or property inside Balmer Lawrie due to negligence by the contractor's workmen would be to the account of the contractor.

30. SAFETY TO COMPANY'S PROPERTY

The contractor should ensure that during the time of operation there is no damage to the property, personnel of the company. In the event of such damage same will be repaired / compensated to the company at the cost of the contractor.

31. ADDITION AND ALTERATION OF TERMS AND CONDITIONS

The company reserves the right to add / alter terms and conditions of the tender document including cancellation of the tender at any time without assigning any reason whatsoever.

32. ACCEPTANCE OF TENDER

The company reserves the right to accept or reject the offer in part or in full without assigning any reasons whatsoever and /Or to negotiate with tenderer(s) in the manner it considers suitable.

33. INDEMNITY

The contractor shall indemnify the company, for any financial or other losses that result to the company during the operation of the contract for over the actions/inactions on the part of the contractor, which has resulted in the liability of the company. In other words, the contractor shall continue to be responsible to the company in respect of any act of omissions/commissions performed during the tenure of the contract, even though the action may actually be initiated by an external agency or an individual or a statutory authority etc. much after the contract period had expired. The contractor shall be responsible for the acts of omissions and commissions that have taken place during the contract period.

34. ARBITRATION

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

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

35. Purchase preference policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vendor) vendor subject to matching with L1 price of non MSE vendor.

36. Compliance of GST

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

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

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

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

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BL/LI/TCW-HYD/20-21/028 and hereby confirm our acceptance of the same.

Place:

Signature of Tenderer

Date:

Name & Address

ANNEXURE – 1

PARTICULARS OF THE TENDERER'S ORGANISATION

PARTICULARS OF THE TENDERER'S ORGANISATION

Sr. No.	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4.	Name, designation, mobile number, e-mail, Fax no. and any other details of the Contact Person	
5	Year of commencement of business	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
7	Registration No. (Under companies Act)	
8	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company)	
9	Income Tax PAN no.	
10	Whether copy of PAN enclosed.	
11	Whether copy of latest Income Tax Return uploaded	
12	GST Registration. No.	
13	Whether copy of GST Registration certificate Uploaded	
14	Complete Details of the Banker, Name, Address, IFSC Code, Bank Code, Account No and Type of Account	
15	Whether registered under NSIC / MSME	
16	In case registered under NSIC / MSME, provide registration number and copy of registration	

Price Bid Format

Bidders are requested to fill the rates as per the following details

Sl.No.	Description	Month	Rate per Month	Total
1.	CONSOLIDATED MONTHLY RATE FOR PROVIDING HOUSKEEPING SERVICES AT TCW MEDCHAL	12		
2.	GST			
3.	Total with GST			

Total Amount in words Rs. _____