

**TENDER NO: BL/AS/MAN/INDCAN/PT/202122/0002**

**NOTE: ALL PAGES TO BE SIGNED WITH DIGITAL SIGNATURE BEFORE E-TENDER SUBMISSION**

**BALMER LAWRIE & CO. LTD  
(A GOVERNMENT OF INDIA ENTERPRISE)  
HUMAN RESOURCE DEPARTMENT  
MANALI, CHENNAI 600068**



**SINCE 1867**

**TENDER FOR RUNNING INDUSTRIAL CANTEEN AT MANALI CHENNAI**

**TENDER OPENING TIME & DATE: 17:00:00 - 29.04.2021**

**TENDER CLOSING TIME & DATE: 16:00:00 - 18.05.2021**



SINCE 1867

**Balmer Lawrie & Co. Ltd**  
**(A Government of India Enterprise)**  
**Human Resource Department**  
**Manali, Chennai 600068**  
**Phone : 25946500, Fax : 25946539**  
**Website : balmerlawrie.com**

**Tender Ref No: BL/AS/MAN/INDCAN/PT/202122/0002 DATED: 29.04.2021**

To: All interested parties.

Sub: Tender for running industrial canteen at Manali

1. We are enclosing one set of documents forming part of above - mentioned tender. This is an e-tender. Details of the tender are given in the Notice Inviting Tender.
2. We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respect must be uploaded in the prescribed manner on our e-tendering portal: <https://balmerlawrie.eproc.in> on or before 04.04.2021
3. Bid Security Declaration (EMD).
4. Bidders are requested to go through 'bidders manual' available in the homepage of the Balmer Lawrie e-portal, to have a clear understanding of the steps to be followed for-bid submission. The bidder manual is for general reference only and the tenderers have to be aside by the terms and conditions of this tender.
5. Tenders must note that Balmer Lawrie will not be responsible for delay in submission of online tender (e-tender portal as specified above on or before due date & time of the tender submission)

Thanking You,

Yours faithfully,  
For Balmer Lawrie & Co Ltd

Sriraman D  
Chief Manager (HR) - SR



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**Balmer Lawrie & Co. Ltd**  
**(A Government of India Enterprise)**  
**Human Resource Department**  
**Manali, Chennai 600068**  
**Phone : 25946500, Fax : 25946539**  
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### **NOTICE INVITING TENDER FOR RUNNING INDUSTRIAL CANTEEN**

#### **Scope of work**

Balmer Lawrie & Co Ltd., a multiple product, multi location and multi technology conglomerate, look out for Agencies/Companies for Running Industrial Canteen at our Manali factory complex, Manali, Chennai. Contractor will have to provide breakfast, lunch, dinner, tea, coffee, etc. in three shifts round the clock. At present there are approximately 120 employees including industrial trainees.

The contract will be for a period of two years, extendable for another one year on mutual terms and conditions.

The contractor shall also provide approx 30 lunches to Executive's canteen on all working days.

Tolerance:- The quantity indicated above is approx. and there will be variance of plus/minus 10%.

The contractor shall also provide tea/coffee service to the employees/guests in the Administration building from 9 am to 5.30 pm by engaging an exclusive person for the same. Contractor shall also provide tea/coffee service during meetings in Administration building. The rate for the above shall be quoted separately

#### **Taxes & Duties**

**GST / duties, if applicable, will be paid extra as per rules**

#### **Bid Security Declaration (Earnest Money Deposit)**

The bidder shall submit Bid Security Declaration (EMD) as per format enclosed in **Annexure-A**.

**a. OFFERS RECEIVED WITHOUT BID SECURITY (EMD) DECLARATION WILL BE REJECTED**

If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order or violates the tender conditions, he/she will be suspended for participating in tenders upto 31.03.2021.

#### **Pre-qualification requirement**

1. Should have minimum 2 years' experience in running an Industrial Canteen / Centralized Canteen and supplying to Industries.
2. Registration Code No. with Statutes, viz. PF, ESI and PAN No.
3. GST Registration
4. Submission of Bid Security Declaration – As per attached format
5. Bidder should submit signed integrity pact – As per attached format

Documentary evidence for the above should be uploaded/submitted along with Technical bid. Offers received without the documentary support will not be considered.

#### **Validity of offer**

Tenderers shall keep their offer valid for a period of 60 days from the due date of submission of tender

#### **Security deposit**

- 1.1 Successful Tender shall remit 3% of the total contract value as Security Deposit, which carries no interest. Security Deposit can be in the form of Demand Draft or Bank Guarantee from any Scheduled / Commercial Bank with independent confirmation on the BG by the bank directly to BALMER LAWRIE & CO LTD by RPAD, which should remain valid for period of 60 days from the date of completion of all contractual obligations of the contractor. Cash payment shall not be accepted for payments of Security Deposit.
- 1.2 In case the security deposit is being paid through DD, the contractor can make an initial deposit of Rs. 2.00 Lakhs and the remaining amount will be recovered in five equal monthly instalment.
- 1.3 The Security Deposit shall be returned to the contractor at the end of the term of the contractor after satisfactory performance of the contractor and on completion of statutory obligations.
- 1.4 BALMER LAWRIE & CO LTD reserves the right to forfeit / appropriate any or full amount of the Security Deposit without prejudice to other claims against the contractor due to any breach / failure of performance on the part of the contractor in discharging the

BALMER LAWRIE & CO LTD due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition.

- 1.5 The decision of BALMER LAWRIE & CO LTD in respect of such losses, damages, charges, expenses, or cost shall be final and binding on the contractor.
- 1.6 In the event of Security Deposit being insufficient or if the Security Deposit has been wholly forfeited / adjusted, the balance of the total sum recoverable as the case may be shall be deducted from any sum due or which any time thereafter may become due to the contractor under this contract or any other contract with BALMER LAWRIE & CO LTD on demands the remaining balance due. Whenever the Security Deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.
- 1.7 Whenever the Security Deposit falls short of the specified amount, the contractor shall make good the deficit in cash so that the total amount of Security Deposit shall not any time be less than the specified amount.

Non-compliance of contract conditions and arbitrary action of contractor without prior knowledge of BALMER LAWRIE & CO LTD authorities would result in forfeiture of Security Deposit without prejudice to any other claims.

#### **Payment terms**

The contractor shall submit the bills along with coupons received against supply of lunch/dinner/breakfast, etc. The above payments will be made within 21 days from the date of receipt of monthly bills duly certified by the Executive/Officer concerned subject to the submission of proof towards remittance of ESI, PF & Payment of Wages to their workmen made for his employees for the immediate previous month.

#### **Note on Price bid**

**PRICE BID TO BE UPLOADED ONLINE ONLY, SUBMISSION OF OFF LINE PRICE BID WILL DISQUALIFY THE BIDDERS PARTICIPATION IN THE TENDER**

#### **1. Registration with eProcurement platform**

For registration and online price bid submission, bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>. **Vendors need to get themselves registered online as above to participate in tender**

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 : 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)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

## 2. Conditions /procedure for online bid submission

- a. The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their price bid displayed in e Procurement web site. The bidders shall submit copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids to the Tender Inviting Authority office before the tender closing date. The bidder shall sign on the statements, documents, certificates, owning responsibility for their correctness/authenticity.
- b. The bidders shall submit their eligibility and qualification documents, Technical bid, financial bid, etc., in the standard formats prescribed in the Tender documents & displayed in e-procurement website. The bidders shall upload the scanned copies of all the relevant certificates, documents, etc in support of their eligibility criteria/technical bids in the e-procurement website. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to our Manali, Chennai office so as reach before the due date and time of the tender. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

## 3. Digital certificate authentication

- a. 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.

- b. All the bidders who do not have digital certificate need to obtain Digital certificate. They may contact help desk of C1 India P Ltd.

#### 4. Corrigendum to tender

- a. The bidder has to keep track of any changes by viewing the addendum/corrigendum(s) issued by the tender inviting authority on time to time basis in our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and our e-procurement platform <https://balmerlawrie.eproc.in>. The company inviting tender shall not be responsible for any claims/other issues arising out of this.

#### 5. Bid submission acknowledgement

- a. The user should complete all the processes and steps required for bid submissions. The successful bid submission can be ascertained once acknowledgement is given in the system through bid submission number after completing all the process and steps. C1 India is not 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. Before scanning the documents for uploading, the bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

#### 6. Submission of tender document

- a. All the pages of this tender document have to be signed by the vendor with your company official seal/stamp.
- b. BL expects bidders' compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms and conditions/quality should be mentioned in the deviation sheet as per format of the tender documents and furnished along with the submission of offline tender documents. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. The deviations, if mentioned, are subject to approval by BL.
- c. The bidder shall furnish the Document to the tender inviting authority before bidding so as to reach 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 the 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 blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

**7.** The bidders should furnish hard copies of all the uploaded documents.

**8.** Deactivation of bidders

The offer of bidders failing to submit the EMD and hard copies of documents as required to the tender inviting authority on or before the stipulated due date & time will be rejected.

**9.** Tender documents

- a. The bidder is requested to download the tender documents and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the tender inviting authority.
  - i. Such uploaded documents pertaining to Technical bid need to be attached to the tender while submitting the bids on line.
  - ii. The bidders should furnish hard copies of all the uploaded documents.

**10.** Disclaimer clause

- a. Neither the Company (Balmer Lawrie & Co Ltd) nor the service provider is responsible for any failure or non submission of bids due to failure of internet or other connectivity problems or reasons thereof.

**11. GENERAL**

- a. 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 blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.
- b. BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

**12. TENDER DOCUMENT (Excluding price bid) submission**

- a. Your offline document (excluding price bid) shall comprise the following:-
  - A covering note in your letter head
  - Bid Security (EMD) Declaration Form
  - Chapter-1 duly completed, signed with seal
  - Chapter – II – duly signed with seal
  - Chapter – III – duly signed with seal

- Relevant copies of certificates/registration etc as per prequalification.
- Signed with Seal Integrity Pact

**13.** Your offline tender comprising all the above documents shall be kept in a sealed envelope super-scribed as “Offer for running industrial canteen 2021-23” and should reach the undersigned at the following address on or **before 18.05.2021**

Chief Manager (HR & ER)-SR  
Balmer Lawrie & Co. Ltd  
32 SattangaduVillage, Manali  
Chennai 600068.

Phone : 044-25946533, Fax : 044-25946539, e-mail : [sriraman@balmerlawrie.com](mailto:sriraman@balmerlawrie.com)

for Balmer Lawrie & Co Ltd

Sriraman D  
Chief Manager (HR & ER)-SR

**Balmer Lawrie & Co. Ltd.**  
**Manali, Chennai 600 068**

**Tender Ref No: BL/AS/MAN/INDCAN/PT/202122/0002 DATED: 29.04.2021**

**TENDER FOR RUNNING INDUSTRIAL CANTEEN**

**CHAPTER-I-COMMERCIAL TERMS**

1. Name of the Agency
2. Full Address :
3. Telephone number[Office]
4. Telephone number[Residence]
5. Mobile Number
6. PF- Employer's Code No.
7. ESI - Employer's CodeNo.
8. GST Regn. No.
9. Permanent Account Number
10. Name and address of the Banker
11. Particulars of previous contract handled
12. Name of Companies service provided
13. Contact person name and mobile no. :
14. Particulars of present contract
  - a.Name& address of the company
  - b. Contact person name and mobile no

Date

Signature with seal

**Balmer Lawrie & Co. Ltd.**  
**Manali, Chennai 600 068**

**Tender Ref No: BL/AS/MAN/INDCAN/PT/202122/0002 DATED: 29.04.2021**

**TENDER FOR RUNNING INDUSTRIAL CANTINEEN**

**CHAPTER – II = GENERAL TERMS AND CONDITIONS**

1. The Contractor should have minimum 2 years' experience in running an industrial canteen / centralized canteen and supplying to Industries.
2. The contractor shall provide canteen services on all working days and other days also as and when instructed by the company.
3. The contractor is also to provide lunch to executives on all working days at executive lunch room in our Manali complex
4. The contractor shall also arrange to provide tea/coffee to employees guests in the Admn bldg by engaging an exclusive person for the same as per details given in the tender.
5. The contractor shall provide tea/coffee/lunch/dinner/ breakfast to the employees as per timings given in the tender. They shall also provide tea/coffee, etc to the Executives/Officers/Non officers at plant offices in G&L, IP, LC,PDC, OHC, etc as also the security staffs at their locations. They shall also provide tea/coffee/snacks to the above location for guests/meeting at these locations as and when ordered.
6. The Contractor shall adhere to all statutory requirements and legal provisions as provided under the relevant, Acts which include Payment of wages Act, Payment of bonus, Minimum Wages act, ESI, PF&MP Act, and Contract Labour(R&A) Act and all relevant statutory provisions. The contractor should take licence under FSSAI (Food Safety and Standards Authority of India) for operating canteen services at our company premises
7. Rates quoted in the price bid shall be firm during the period of contract of 2 years & extended period which shall be finalized on mutual understanding.
8. The Contractor shall equip the personnel deployed by him with all required implements, uniforms, etc. as necessary for proper conduct of catering services and also ensure that his employees are medically fit and not suffering from any contagious disease or guilty of any personal uncleanness

9. The contractor shall submit to the Company the bills along with coupons received against supply of lunch/ dinner/ breakfast, etc. The above payments will be made subject to the submission of proof towards remittance of ESI & PF made for his employees for the immediate previous month. **Under no circumstance the bill will be processed without certification of ESI/PF remittance.**
10. The Contractor shall provide the services as per the requirements of the Company and adhere to terms & conditions mentioned in the tender. The supervision of canteen had to be done regularly and the office of the vendor should be located in Chennai for easy operation.
11. The tender shall be submitted in two-bid system, i.e. Technical-Bid & Price-Bid in the prescribed form only.
12. The price bid shall be considered only if the tender is qualified under technical bid. All decisions of the Company in this regard shall be final.
13. The services are to be provided only against surrender of specific coupons issued by the company.
14. The contractor will be responsible for keeping the canteen premises neat & clean in all respects. The food stuff and eatables to be supplied should be cooked in hygienic manner. The cook must maintain personal hygiene. It shall be the responsibility of the Contractor to see that all his staff and employees are medically fit and not suffer from any contagious disease or guilty of any personal uncleanness.
15. The rate shall be quoted only for the items mentioned in the price bid enclosed and the management may require the contractor to supply any other items, and the decisions of the management in this shall be final.
16. The payment of monthly bill shall normally be made within 21 working days off from the date of receipt of the bill of the contractor duly supported with all relevant papers/ coupons/ payment (Statutory) challans /details etc.
17. The Contractor will not be paid any advance for running the industrial canteen.
18. The Company reserves the right to accept or reject any tender without assigning any reason whatsoever.
19. The successful tenderer will in case of award of contract be required to deposit an interest free security deposit of Rs. 2,00,000/- [Rupees two lakhs only] towards performance of contract by way of Demand Draft which shall be refunded/returned on successful completion of the contract/extended period. No interest will be payable in this account. This deposit will be refunded to the tenderer after expiry of the contract. In case, the contractor terminating the contract before the completion of the contract period on his own accord and also for unsatisfactory performance/service during the contract period, the security deposit paid by him will be forfeited. Apart from the

above, the Company reserves the right to forfeit the amount deposited as Security money for non-compliance of any of the provision of the terms & conditions, laid-down in the contract or any implications arising out of violation of the rules and regulations in enforcement by the Statutory Body/ Competent Authority.

20. The successful tenderer is required to execute an agreement with the company for the performance of the above service.
21. The tenderer document should be filled properly and the total contracted amount should be expressed both in words and in figures. If there is any difference between the two, the amount mentioned in words will be considered as authentic and final. There should be no erasing/overwriting/correction in the tender papers. Each page of the tender document to be stamped and signed by the tenderer.
22. The tendered should have a proper address for communication
23. The offer shall be deemed valid for 60 days from the due date.
24. No escalation in the fixed rate will be allowed by the company during the contract period. The rate should remain firm during the contract period.
25. Interested parties may visit the Canteen at the above-cited address and see the day to day activities. For any clarifications/ information, Shri Sriraman, Chief Manager (HR&ER)-SR may be contacted with prior appointment. Queries ideally should be placed on e-mail: [sriraman@balmerlawrie.com](mailto:sriraman@balmerlawrie.com)
26. The contractor shall carryout medical checkup (nature/type of test to be decided by company) for their employees at their own cost and submit the medical reports to the company, every year.
27. Arbitration-any dispute of difference under the Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd.
28. And the provisions of Arbitration Act, 1940 including any statutory modifications or enactments there of shall apply to the arbitration proceedings. The fees of the arbitrator if any shall be paid equally by both the parties.

**Signature with seal**

**Date**

### CHAPTER – III

#### **CONDITIONS FOR PREPARING FOOD AT OUR PREMISES**

1. The company shall provide following facilities for running the services
  - a. Premises
  - b. Furniture
  - c. Utensils
  - d. Water
  - e. Electricity
2. The contractor shall provide make a list of the inventory provided to them on a quarterly basis. Any shortage/breakage in the item provided to the them will be replaced by the contractor or arranged by the company and the cost shall be deducted from the contractor bill. For the purpose, the contractor has to provide proper inventory of items in writing on a quarterly basis.
3. The contractor has to arrange milk **(Full Cream Milk of Aavin Make Only)** and commercial LPG cylinders directly for use at industrial canteen.
4. The contractor shall use only good quality items of approved standard for preparation of food items and wherever oil is required as cooking medium or ingredient, the contractor shall use Refined oil or any other brand refined sunflower oil with the concurrence of the management representative. Under no circumstance pre-used oil shall be used for cooking.
5. The storage of oil, food grains, cereals, etc. required for preparation has to be preserved in closed & hygienic conditions to prevent moisture, fungus formation and rotten. Only fresh vegetables should be used for cooking.
6. The contractor is solely responsible for entire housekeeping of both inside and outside of the canteen premises which include clearing of garbage/food waste and maintenance of proper hygiene and upkeep of the canteen premises, utensils, etc. for cooking and service purposes. The contractor will arrange for cleaning material and the cost of the same shall be borne by the contractor. The management representative will inspect the materials and when required. No extra/ separate charges shall be paid for these activities/disposal of canteen waste etc.
7. Removal of canteen waste from the sewage lines running in and out around the canteen [opened & closed], manholes, and pits should be done on regular basis and immediately disposed. Also, the food waste, vegetable leaves and any garbage to be removed on a daily basis and should be properly disposed at the place notified by the local authority.

The required manpower, vehicle, equipment appliances etc. for the above purpose shall be arranged by the Contractor at his own cost.

8. The contractor will be responsible for keeping the canteen premises neat clean in all respects. The foodstuff and eatables to be supplied should be cooked in hygienic manner. The cook must maintain personal hygiene. It shall be the responsibility of the Contractor to see that all his staff and employees are medically fit and not suffer from any contagious disease or guilty of any personal uncleanness.
9. The contractor shall be allowed to take out their own materials between 9.00am to 5.30pm only with the permission of Company's officials.
10. The contractor shall be held responsible for any breakage/damage/loss caused to any material/ utensils/furniture provided to him by the company for running industrial canteen or to any building/machineries of the Company, without any prejudice. The company may at its discretion ask the contractor for any repair/replacement of the same at the contractor's own cost or the company may repair & recover from the contractor an equivalent reasonable amount for such loss/ breakage/ damage etc.
11. Any fee/ license levied by the local municipality for rendering canteen services shall be borne by the Contractor. The Contractor shall be responsible to submit medical reports of person deployed by him at the end at every 6 months.
12. The space provided by the Company to the Contractor for the purpose of operating the canteen in the premises of the Company shall be used by the Contractor only for the purpose of operating the canteen and for no other purpose whatsoever.
13. The space provided to the Contractor will not create or deem to create any interest/right in the contractor in the premises given to him for operating the canteen either as a tenant, lease or license of the premises in which the canteen is operated. Further, the contractor agrees that he will immediately vacate the canteen premises along with his employees / workmen on termination of contract as mentioned.
14. The contractor shall not sub-let the premises to him for operating the canteen, nor shall allow any person who is not in his regular employment to remain in the premises.
15. The contractor will, at his own cost, maintain adequate stocks of food grains, grocery and other eatables, for the satisfactory and efficient running of the canteen and he will replenish stocks as and when depleted. The contractor will bring all food-stuffs and other materials at his own costs and the company will not be responsible for any loss or damage done, suffered and or caused to it while stored at designated place within the Company's premises or at any other place.
16. The contractor will be responsible for complying with payment of Wages Act, Minimum Wages Act, payment of Bonus Act and other relevant statutes applicable to his employees working in the canteen. The Contractor shall **pay central minimum wages applicable from time to time the**

**employees engaged by them during the contract period.** The contractor shall make necessary remittance under the Provident Fund Scheme, ESIC and other Labour Laws including Contract Labour [Regulation & Abolition] Act. The proof towards coverage under ESI/PF of his workmen/employees engaged in the canteen services will have to be provided. The contractor shall be responsible for workmen's compensation, insurance or any other liability. The Contractor/his workmen shall observe the Company's security procedure.

17. The contractor will keep the company fully indemnified from and against all claims, costs, charges to which the company may be subjected and all the expenses to which the Company may be put in respect of personal injuries to employees of the Contractor arising out of or occasioned during the currency of the contract and in respect of personal injuries to employees of the Company arising out of or occur during the currency of the contract due to negligence of the contractor or any of his employees. The indemnity shall be in addition to and not in lieu of any indemnity to which the Company may be entitled by law.
18. The contractor will have to provide uniforms to employees engaged by him for serving food at the canteen at his own cost.
19. Company shall provide necessary utensils required for providing Lunch to Executives' lunch room
20. The contractor shall provide tea/coffee to employees/guests in Administration building on all working days. The contractor shall provide exclusive manpower for preparing tea/coffee, etc and to serve to employees/guests from time to time, wash the cups and keep the area in hygienic conditions. The services shall be provided from 9.00 am to 6.00 pm on all working days. However based on exigencies/need the service may be required on extended hours and on weekly off/holidays. In case the contractor fail to provide manpower for the above service on any particular day, company has the right to make alternate arrangement and the cost incurred shall be recovered from the bill of the contractor.
21. For the above purpose, Company shall provide space for preparation of tea/coffee, etc with Gas stove, fridge, cups & sources. The ingredients required for preparation of tea/coffee, etc and cleaning material shall be arranged /borne by the contractor. The space as mentioned above should be maintained clean and in hygiene manner. The tea/coffee etc are to be supplied at work stations/tables at the Administration building. The used cups/crockeries shall be removed from the tables and washed and kept in clean condition.
22. The contract shall be finalised on overall L1 party

**FACTORY SHIFT TIMINGS FOR CANTEEN SERVICES**

Shift	Timings	Breakfast/ Tiffin	Tea/Milk / Biscuits etc.	Lunch	Dinner (Tiffin)
<b>1<sup>st</sup>Shift</b>	6.00amto 2.00pm	5.45am	7.00am& 10.30am	11.30 am	
<b>II<sup>nd</sup>Shift</b>	2.00 pm to 10.00pm		3.00pm& 6.00pm		7.00 pm
<b>III<sup>rd</sup> Shift</b>	10.00pm to 6.00am		12.00Midnight & 5.00am		1.00 am
<b>General Shift</b>	9.00amto 5.30pm	8.45am	10.30am & 3.00pm	11.30to 1.30pm	

### ITEM SPECIFICATIONS

Items (Breakfast/ Tiffin)		Quantity /Weight
Pongal with Chuttney& Sambar		1 cup[150Grams]
Idly With Chuttney , Sambar or Vadaikari		4Nos. – 50 Grams each
Utthappam with Sambar, Chuttney,		3 Nos
Masal/ MedhuVadai		40Grams each
Poori andPotatoMasala		4Nos(Poori)
Dosa with sambar and chutney		3Nos
<b>VEGETARIANLUNCH(SPECIAL) - for Employees</b>		
Cookedrice-300gms Chapathy/Fulkti roti-2 Nos Sambar- 150ml Rasam- 100ml	Porial- 100gm Koottu*-100gm Appalam - 1No Pickle- 10gm, Curd- 1cup, Buttermilk - 75 ml	
<b>VEGETARIANLUNCH (ORDINARY) - for guests</b>		
Cookedrice-300gms Sambar- 150ml Rasam- 100ml	Porial-100gm Appalam-1 Pickle- 10gm Buttermilk–100ml	
Mutton (with 50 grams gravy & 50 grams Mutton pieces)		100grams
Chicken(with 50 grams gravy & 50 grams Chicken pieces)		100grams
Boiled Egg (with 50 grams gravy)		2Nos
Tea		1Cup[100ml]
Coffee		1Cup[100ml]
Modern bread (mediumsize)		One full loaf
Butter Milk		1 Cup (200 MI)
<b>* Koottu should be a suitable combination for Chappathi also</b>		

**Items to be provided at Administration building and rate to be quoted separately**

<u>Item</u>	<u>Specification</u>	<u>Approximately qty. /pm</u>
Tea (prepared /dip)	100 ml	1200
Coffee (instant/filter)	100 ml	1200
Lemon Juice	150 ml	200
Milk	100 ml	75
Green tea	100 ml	250
Butter Milk	200 ml	200

Signature with seal

**Balmer Lawrie & Co Ltd  
Manali, Chennai 600068**

**Tender Ref No: BL/AS/MAN/INDCAN/PT/202122/0002 DATED: 29.04.2021**

**CHAPTER-IV  
CONDITIONS FOR TECHNICAL QUALIFICATION**

For the purpose of shortlisting, agencies are essentially required to satisfy the following clause for being technically qualified.

1. Should have minimum 2 years' experience in running an industrial canteen/ centralized canteen and supplying to Industries.
2. Registration Code No. With Statutes, viz.
  - a. PF
  - b. ESI
  - c. PAN No
  - d. GST No
3. Bid Security Declaration.
4. Signed with Seal Integrity Pact
5. All the above should be supported by documentary proof.

**Balmer Lawrie & Co. Ltd.**  
**Manali, Chennai 600068**

**Tender Ref No: BL/AS/MAN/INDCAN/PT/202122/0002 DATED: 29.04.2021**

**Chapter-V (Price bid)**

Please refer item specifications mentioned in the tender

Sl. No.	Item description	Rate/First year (Rs)	Rate/Second year(Rs)
1.	Pongal, medhu vadai, sambar and chutney		
2	Uthappam, medhu/masala vadai, sambar & coconut/groundnut chutney		
3	Idly, medhu vadai, sambar & coconut/mint/tomatto Chutney/Vadaikari		
4.	Poori & potato masala/channa masala, masalavadai & chutney		
5.	Dosa, medhu/masala vadai, sambar & coconut/groundnut chutney		
6.	Vegetarian lunch – SPECIAL		
7	Vegetarian lunch – ORDINARY		
8	Mutton		
9	Chicken		
10	Egg		
11	Tea		
12	Coffee		
13	Butter milk		
14	Bread (modern) full loaf		
15	Tea(ready mix/dip) in Admin bldg.		
16	Coffee (instant/filter) in Admin bldg.		
17	Milk in Admin bldg.		
18.	Lemon juice in Admin bldg.		
19	Green tea in Admin bldg.		

**Rates has to be quoted only in online**

**Note:- Order will be placed on the qualified overall L1 supplier (after meeting all the pre-qualification criteria)**

**Bid Security Declaration**

We declare that we will not withdraw or modify our bid during the period of validity and we understand that if done, we will be suspended in participating the tenders till 31<sup>st</sup> December 2021.

Date:

Authorized Signatory with Seal

Place:

## **Integrity Pact**

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

\_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section2- Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure - A**
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - B.**

### **Section 4: Compensation for Damages**

- a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

- a. The Bidder declares that no previous transgressions occurred in

- the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b.If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

**Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor/Monitors**

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

**Note :** *(The periods may be extended to suit the individual unit's requirements)*

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

## Section 10 - Other provisions

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

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Witness 2 :

(Name & Address)

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**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL Units shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BL in India in equivalent Indian

Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.

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