



SBU: Greases & Lubricants
Survey No 201/1, Sayli
Silvassa-396230
Ph No. 9099084731 -Extension 12

NOTICE INVITING TENDER

Tender No. GLS/TE21/031 Dated: 28.06.2021

Due date of Tender: 05.07.2021 till 04:00 PM
Opening of Price Bid: 06.07.2021 at 10: 00 AM

Two Part Bids (Online and/or Sealed Bids) are invited from our registered vendors for Annual Contract of "Garden maintenance" at Greases & Lubricants plant at Silvassa for a period of 1 year from the date of LOI/PO and on same terms and conditions for further period of 1 year for Greases & Lubricants plant at Silvassa. The tender document can be downloaded from www.balmerlawrie.com or could be collected from below office address during 9.00 AM to 6.00 PM from Monday to Friday on or before due date.

Contact details
Balmer Lawrie & Co. Ltd.
Survey No 201/1, Sayli
Silvassa-396230
Ph No. 9099084731 -Extension 12

Contact Persons:

Shri Susanta Bhattacharya, Contact No : 9831216426
Email : bhattacharya.s@balmerlawrie.com
Shri. S.K Srivastava: Contact No. 9099084731 [Ext- 12]
Email : srivastava.sk@balmerlawrie.com

Declaration for GeM

"The tendered item/service/scope is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM."

ANNEXURE-I

SCOPE OF JOB

Sr.No	Description
1	Garden maintenance as per Scope given in tender consisting of the following parts: a. Garden Maintenance b. Trimming of trees c. Beautification of the existing garden area d. Garden waste generated in the process to be disposed by the party getting the contract at their expense (Minimum once monthly) e. Any other job pertaining to Garden Maintenance

(A) The following area are covered under Garden Maintenance:

The area of the garden approximately over 10000 sq. ft (Spread over in different parts in the factory premises) has to be inspected and may be measured by the interested parties before quoting against the enquiry. The aforesaid area has already been landscaped and beautified with lawn grass, ornamental/decorative plants, etc. The whole area which is spread over in 6 different parts has to be maintained and it has to be ensured that the beauty of the garden is retained at all times.

• Scope of Work •

- Entire Garden area Regular cleaning
- Regular watering in all Garden Parts
- Plants & Hedges Soil bed cultivation
- Mixing & spreading of manure (provided with below given specified standard)
- Mixing & spreading of organic fertilizers (provided with below given specified standard)
- Trimming & pruning of Shrubs/Hedges with standard tools/machineries
- Trimming & Pruning of Hedges with standard tools /machineries
- Spreading of Medicine & proteins sprays Organic manure in Liquid & granular form.
- Preparing water rings for plants & Trees.
- The vendor should also be ready to ensure presence of his manpower on special occasions as and when called by the company officials in relation with the above job.
- Trimming of big plants within the factory periphery.
- Regular removal of weeds from all garden portions.
- All the safety related matter of the workmen for the said job would be under contractor's purview. The contractor needs to provide any PPE's like gloves, safety shoes etc. required for the job.
- All unwanted material/debris are to be removed from plant premises at the cost of the contractor. Debris collected before the onset of this contract is also to be lifted by the Contractor.
- The job is of comprehensive type i.e., all tools, tackles and instruments required, including labor, soil, pesticide etc. has to be provided by contractor.
- All regular Garden Maintenance works Rate should include the Materials, Tools & Machineries to be provided round the year in quantity as per Requirement and details mentioned below.

Standard of Fertilizers to be used:

1. Putrefied odorless Manure containing necessary minerals,
2. Azadirachta coated Garnauls form fertilizers
3. Organic manure in Liquid & granular forms
4. Biostimulants Active in hydrostat (PHs) Protein sprays.
5. Fungicides & oomycetes (with contains of Miticides & acaricides)
6. Herbicides & weedicides
7. Vendor has to work with essential and required tools like Digging spades, Garden trowels Fork hoe, Garden Secateurs, Heavy Duty Hoe, Golden Gark, Garden Scissors, Flexible Heavy-duty Hose, Lawn mower Machine, Brush Cutter for Edging of Lawn Grass, Petrol Engine Blower Machine and Spraying Pumps etc.

Note :Balmer Lawrie will not provide any material (except water), tools and fuel to the vendor for performance of the job. Any banned and Harmful chemicals are not allowed for this contract. Vendor has to give undertaking for this.

(B) Contractor has to submit checklist duly signed by BL officer for above with monthly bill, failing which bill might not be accepted.

(C) Special Clause

1. Any party failing to inspect the area of garden at our premises before quoting against this enquiry, their quotation would not be considered. An inspection format has to be filled as a proof of inspection.
2. As proof of experience, vendor has to provide one contract for Garden Maintenance of any reputed company in and around Silvassa.
3. Vendor has to comply all legal/statutory compliances as per rules mentioned under various applicable acts. Vendor has to give undertaking of the same on letter head duly signed and stamped.

ANNEXURE-II

TERMS & CONDITIONS

1. The tenderer means all parties/ firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.

2. **Purpose of Contract:**
This contract is for Job work as per Annexure-I.

3. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.

4. **Contract period** – One year from the date of LOI/PO on fixed price basis.

5. **Tender Evaluation**

The tender would be finalized on the basis of Composite Lowest Net delivered price (NDP) Annexure -III.

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

7. **Bid Security Declaration:** - Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

"We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period which is 60 days from the date of opening of tender, etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

Penal Action in case any bidder withdraws or modifies the bid after tender due date:

In case any bidder withdraws or modifies the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 15 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

8. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.

9. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.

10. **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.

11. PAYMENT TERMS

Our payment terms are as follows:

Payment for the accepted service will be made on the basis of monthly bills after 30 days from the date of receipt of the monthly bill.

12. HSE REQUIREMENTS BY CONTRACTORS (To be followed by Contractors as per their area of concern)

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.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work at height, the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

Fall Protection System Usage

Where fall protection systems are used then the Contractor must ensure the following is applied:

- 1 Only approved full body harness and two shock-absorbing lanyards are used,
- 2 Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- 3 Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- 4 Lifeline systems must be approved by Owner before use.
- 5 Use of ISI marked industrial helmet at all point of time.

Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

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.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
- v) Ladders shall be maintained free of oil, grease and other slipping hazards
- vi) 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.

vii) 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.

Lifting Operations

Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

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.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

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.

13. 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 2000/- 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 monthly bill of the work or any other dues payable to the contractor by the authority.

14. RISK PURCHASE

In case delivery of material is not affected as per given schedule from time to time, we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us

15. Compliance with Regulations

Adherence to all legal/statutory compliances in relation to production, sale, supply/ dispatch, as applicable from time to time, is mandatory. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliances. BL and their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.

16. Termination of Contract

In the event of dissatisfactory performance, Balmer Lawrie & Co. Ltd. reserves the right to terminate the contract without any notice. In this eventuality, the Security Deposit will be forfeited.

17. Force Majeure

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delay, failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots or strikes, pandemics/ epidemics etc. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 7 days on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. Contract period shall be extended by BL to enable the Vendor to deliver the items.

As soon as the cause of Force Majeure been removed, the vendor shall notify BL of such cessation and inform.

18. Arbitration / Jurisdiction

Efforts will be made to resolve the disputes, if any, amicably failing which either (or both) parties are free to approach the court of law. However, the Parties hereby agree that the courts in the city of Kolkata alone shall have jurisdiction in respect of all or anything arising under this agreement.

19. Corrigendum to Tender

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 E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

20. General

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.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

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.

21. 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.

The company reserves the right to accept or reject any or all offers. Bids of any/all may be rejected by the company at any point of time if there any conflict of interest between the bidder/bidders and the company is detected. Incomplete offers are also liable to be rejected summarily.

22. TENDER CANCELLATION CLAUSE:

Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

23. GST Clause:

The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.

24. National Security Clause: This clause would be followed as per details given below.

Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated

hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of Senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

" We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that (Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that (Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

Preference to Make In India Policy –

Class I Local Supplier" will be given purchase preference as per preference to Make In India Order of Govt. Of India (Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT). Only Class I & II local supplier are eligible to participate in this Tender

Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under:

"Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class – I local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – II local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

In view of above guidelines, you are required to furnish information in the following prescribed format a self-certificate regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

S.No.	Item/ Service Description	% of Local Content in your product

Verification of local content

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) of the order.

Procedure for Bid Submission

The bidder should submit their response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online. Online and offline bids should be entertained by the Tender Inviting Authority. The bidders should submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents displayed in procurement web site or offline. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder should sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

Digital Certificate authentication:

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

Contact Person (Monday to Friday)	E-Mail ID	Tel. No.
Mr.Tirtha Das (Kolkata)	tirtha.das@c1india.com	9163254290
Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	8811093299
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	022-66865608
Helpdesk Support (Kolkata)		8017272644

Address: M/s C1 India Pvt Ltd., C104, Sector – 2, Noida 201 301.

For **BALMER LAWRIE & CO LTD**
Greases & Lubricants – SILVASSA

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; ☐ 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 labor**

- ☐ 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

- o to use reasonable efforts to promote among its supplier's compliance with this Code of Conduct;
- o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

16. ARBITRATION

- a) If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavor to settle such dispute amicably.

The place of Arbitration shall be Kolkata, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

- b) 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure-III

A. GST Compliances

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

B. DETAILS OF VENDOR

ANNEXURE-III A

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From /To	

ANNEXURE- III B

**OFFER ONLY SUBMITTED/ACCEPTED ON BL'S TENDER FORMAT DULY SIGNED &
STAMPED ON ALL PAGES**

PRICE BID – to be filled by BIDDER

Sr. No	Description	Unit of Measurement	Rate
1	Garden maintenance and beautification as per Scope given in tender document (Approximately 10,000 sq. ft.)	Monthly rate	
2	Trimming of trees with disposal (to be charged per trimming) (Approximately 50 trees)	Per Tree	
3	Planting of any kind of saplings in the factory (Approximately 40 saplings)	Per sapling	
	GST		
	Gross Landed Cost for 1 year including GST		

Amount in words:

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Terms and Conditions** as laid down in the Tender Documents.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	