



**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258191/66258208  
Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100PE0889 dated 29.08.2017**

**Due date of Tender: 18.09.2017 at 15.30 hrs.  
Opening of Price Bid: 18.09.2017 at 16.00 hrs.**

Online Two Bid e-Tender is invited for providing “Security Services to our Plant located at G 15, 16, 17, MIDC, Taloja, District – Raigad (Maharashtra) – 410 208.” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>

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

**Contact details :-**

<b>Balmer Lawrie &amp; Co.Ltd.</b> <b>SBU-Industrial Packaging,</b> <b>5, J .N. Heredia Marg, Ballard Estate</b> <b>Mumbai – 400 001.</b>	<b>C1 India Pvt.Ltd.</b> <b>603,Coral Classic,20<sup>th</sup> Road,</b> <b>Near Ambedkar Park,Chembur</b> <b>Mumbai-400 071</b>
<b>Contact Persons:</b> 1.Shri Nayan Yadav,Mob.08879294183 Land Line No.022 66258191 e.mail: Yadav.nd@balmerlawrie.com  2.Smt A Couto,Mob.09004002269 Land Line No.022 66258208 e.mail: <a href="mailto:amanda.c@balmerlawrie.com">amanda.c@balmerlawrie.com</a>	<b>Contact Persons:</b> 1. Mr. Tuhin Ghosh, Mob 08981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> 2. Mr. Tirtha Das, Mob 9163254290 email - <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> 3. Mr. Ravi Gaiwal, Tel +9619379192 Email - <a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a> 4 Mr. C.H. Manisankar, Mob. +91 8939284159 Email – <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>

## 1. Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

### A. Instructions for bidders

1. Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited from experienced parties who meet the Pre-Qualification criteria for providing "Security Services as per detailed Scope of Work contained in Annexure II of this tender for our plant at Taloja [Navi Mumbai].

### 2. Please Refer to Annexure –II for detailed Scope of work.

3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification/ Technical Bid and Price Bid**.

4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification/Technical bid can be submitted only after the online bid submission.

### 5. Important points to be noted

- |   |
|---|
| 5.1 Due date for online bid submission 18.09.2017 at 15:30 hrs                |
| 5.2 Online Pre-Qualification / Technical Bid opening 18.09.2017 at 16:00 hrs. |

All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned.

The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"

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

**The successful bidder will be the Supplier.**

**This document is the Tender.**

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

6. Bid Security / Earnest Money Deposit(EMD)/ Bid Bond – As per Clause no. 1 of the Special Terms & Conditions of this Tender document.

**MSEs HAVING VALID REGISTRATION AS PER PROVISION OF THE PUBLIC PROCUREMENT POLICY 2012 I.E. REGISTRATION WITH THE SPECIFIC DEPARTMENT [ \*NSIC / MSME / DIC / .....] SPECIFIED BY MSME DIRECTORATE ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT. \*HOWEVER, MSEs REGISTERED WITH NSIC NEED TO HAVE REGISTRATION UNDER SINGLE POINT REGISTRATION SCHEME OF NSIC TO BE ELIGIBLE FOR SUCH EXEMPTION.**

**NOTE: - Bidder having NSIC/MSME/DIC Registration needs to attach complete set of copies of valid Certificate applicable for the tendered item/service.**

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay of said documents. If

any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

**7. Corrigendum to tender:**

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

**8. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Annexure I – Pre-qualification criteria
- C. Special Terms & Conditions
- D. General Terms & Conditions
- E. Annexure II – Scope of Work
- F. Instructions for bidders for quoting in Price Bid
- G. Annexure III – GST Compliances
- H. Annexure IV – Details of vendors
- I. Annexure V – Additional details of vendors
- J. Annexures VI – Price Bid.
- K. Annexure VII – Addresses of Balmer Lawrie location
- L. Annexure VIII – Format of Bank Guarantee
- M. Annexure ix - Bank Details for SWIFT/RTGS Transfers
- N. Annexure X - Conditions for Online Bid submission
- O. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers

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

**9. Late Bids**

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

#### 10. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

#### 11. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.

#### 12. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

#### 13. Opening of Price Bid

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification / Technical Criteria as set by BL shall only be opened.

#### 14. Complete Scope of Work

The complete scope of work has been defined in Annexure II of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.

#### 15. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations.

**Deviation from scope of work, as given in the Tender Document-Annexure – I & II, would invite immediate dis-qualification from further consideration of the bid.**

#### 16. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

#### 17. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

##### a. Pre-Qualification / Technical Bid

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure I.

##### b. Price Bid (Annexure VI is Price Bid)

The lowest bidder will be decided on the Total Contract Value in Indian Rupee, for the requirement as mentioned in the scope of supply {all inclusive}.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

**Price bid should be filled as per the online Price Bid format provided.**

**18. Pre-Qualification / Technical Criteria**

Pre-Qualification / Technical Bid of Bidders fulfilling the qualification criteria as mentioned below will only be considered for Technical and Commercial evaluation.

**B. Pre – Qualification / Technical Criteria**

**ANNEXURE I**

1	Minimum 10 years experience in providing security services.	Company Registration Copy
2	No. of Security Personnel on your Rolls as on 1st April, 2017 should not be less than 500 personnel	Audited certified copy
3	Should have the following orders in the last one year : One order for a value of Rs.40.00 lacs or more or Two orders for a value of Rs.25.00 lacs each or Three orders for a value of Rs.15.00 lacs each	Copies of Purchase Orders
4	The security agency must have a valid Licence to engage in the business of Pvt. Security Agency from Commissioner of Police, of respective Area (Taloja/Navi Mumbai)	Copy of License
5	The agency should be registered with Maharashtra Security Guard Board.	NOC from Security Guard Board to be provided.
6	Minimum average annual turnover of Rs.10.00 crores in the last three years (2015-16, 2014-15 & 2013-14)	Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies.
7	Should have contract with minimum 5 reputed Companies (preferably) - Manufacturing/leading Private Sector/Public Sector companies in Navi Mumbai / Raigad	Copies of Purchase Order for last three years / Certificate of Performance from the customer
8	PF Registration No.	Copy of Certificate
9	Labour License No. [Only after getting LOI]	Copy of Certificate
10	ESIC Registration No.	Copy of Certificate
11	GSTN Registration No.	Copy of Certificate
12	Company's Permanent Account No. (PAN No)	Copy of Certificate
13	Group Insurance / Workmen Compensation Policy [Only after getting LOI]	Policy copy
14	24 Hours Control Room Facility	Self Certificate
15	Earnest money deposit INR 30,000	EMD by way of DD/Pay order /Bank Transfer

**2. Bidders may kindly refer to Annexure I for list of documents required to be submitted against Pre-Qualification/Technical criteria.**

3. Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.

**After submission of bid online, the bidders are requested to submit the demand draft / towards EMD alongwith hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**

**C. SPECIAL TERMS & CONDITIONS.**

**1. Earnest Money Deposit (EMD)/BID BOND**

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for INR 30000.00 (Rupees Thirty Thousand only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond to be deposited within the Due date for the tender. **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

**2. 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 LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit.

**3. Security Deposit (SD)**

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 30 months** in BL's format (**Annexure VIII**) only.

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest.
- Security Deposit is liable for forfeiture, if –
  - Successful bidder fails to provide service as per tendered job during the contract period.
  - Successful bidder violates the tender condition,
  - Security Deposit will be refunded only after successful completion of the contract.
  - If the performance of the bidder is found to be unsatisfactory.

- The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder. **Payment of services rendered made will be released only after receipt of Security Deposit.**

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

**4. Payment Terms:**

Our payment terms are as follows:

The monthly payment will normally be made within 7 days from the date of receipt of verified bill from Company's Authorized person and on the basis of actual deployment of security personnel during the month.

**5. AWARD OF CONTRACT**

BL shall place the Purchase order on the Lowest Quoted Bidder and as such it would be in the interest of the bidders to quote their most competitive price.

Negotiations, if held will be only with the lowest bidder.

**6. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the provisional GST Number as per Annexure IV and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.**

**7. RISK PURCHASE**

In case delivery of material/Service is not effected as per given schedule from time to time, we reserve the right to cancel the order placed on you, and procure the material/Service 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.

**8. Validity of the Contract :**

The Contract if any awarded against this tender will be valid for **24 months (September, 2017 to August, 2019)**. As per the Minimum Wages Act of Raigad District Security Guard Board for New Panvel-Mahad the basic wages are subject to revision from time to time within the contract period. The rates shown in the Price Bid are the current rates. The same will be revised on receipt of Circular.

**D. GENERAL TERMS AND CONDITIONS**

**1. Introduction**

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

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

**2. Scope of Work**

Scope of work for the tender shall be as mentioned in Annexure II.

**3. Reference for Documentation**

Purchase Order Number must appear on all correspondence, drawings, invoices, packing and on any documents or papers connected with the order.

**4. Confirmation of Order**

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

**5. Relaxation of Tender Terms & Conditions**

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

**6. Rejection of Bids**

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

**7. Delays**

**7.1 Delay in Bidding**

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

**7.2 Delay in Delivery**

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 15.

**8. Delay due to Force Majeure**

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

**9. Sub-Contracts**

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

## 10. HSE Clause

1.	<b>HSE REQUIREMENTS BY CONTRACTORS</b>
a.	Housekeeping
b.	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.
c.	Confined Space
d.	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: <ul style="list-style-type: none"> <li>a. Confined spaces are kept identified and marked by a sign near the entrance(s).</li> <li>b. Adequate ventilation is provided</li> <li>c. Adequate emergency provisions are in place</li> <li>d. Appropriate air monitoring is performed to ensure oxygen is above 20%.</li> <li>e. Persons are provided with Confined Space training.</li> <li>f. All necessary equipment and support personnel required to enter a Confined Space is provided.</li> </ul>
e.	Tools, Equipment & Machinery
f.	The Contractor must ensure that all tools & equipment provided for use during the Work is: <ul style="list-style-type: none"> <li>a. suitable for its intended use;</li> <li>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);</li> <li>c. Used only by people who have received adequate information, instruction and training to use the tool or equipment.</li> <li>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.</li> </ul>
d.	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 in a 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.
e.	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.
f.	Fall Protection Systems
	Where fall protection systems are used then the Contractor must ensure the following is applied: <ol style="list-style-type: none"> <li>1. Only approved full body harness and two shock-absorbing lanyards are used,</li> <li>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,</li> <li>3. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,</li> </ol>

	<p>4. Lifeline systems must be approved by Owner before use.</p> <p>5. Use of ISI marked industrial helmet at all point of time.</p>
g.	Scaffolding
	<p>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.</p>
h.	Stairways and Ladders
	<p>Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.</p> <ol style="list-style-type: none"> <li>1.Fabricated ladders are prohibited.</li> <li>2.Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.</li> <li>3.Ladders will never be tied to facility services piping, conduits, or ventilation ducting.</li> <li>4.Ladders will be lowered and securely stored at the end of each workday.</li> <li>5.Ladders shall be maintained free of oil, grease and other slipping hazards</li> <li>6.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.</li> <li>7.Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, &amp;removed from the Site by end of the day.</li> </ol>
i.	Lifting Operations
	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. 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.</li> </ol>
j.	Lockout Tag out ("LOTO")
	<p>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.</p>
k.	Barricades
	<p>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.</p>
l.	Compressed Gas Cylinders
	<p>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</p>

	back fire.
m.	Electrical Safety
	<p>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.</p> <p>The below measures will be taken:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</li> </ul>
n.	Hot Works
	<p>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.</p>
o.	<p>Trenching Excavating, Drilling and Concreting</p> <p>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.</p> <p>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.</p>
p.	Environmental Requirements
	<p>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.</p> <p>Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.</p> <p>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, vapors.</p>
q	<p><b>DRUG FREE WORKPLACE</b></p> <p>All Contractor employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any time in BL's workplace or during hours of employment. Contractor's employees are expected to report to work free from the influence of illegal drugs and to remain free from such influence while on BL's premises or while performing any work for BL off premises. If any Contractor employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Contractor (including, but not limited</p>

	to , unpaid suspension and termination). In addition, Contractor is required to report such activities to BL authorities immediately on detection of such event.
r.	<b>ALCOHOL-FREE WORKPLACE</b> Contractor employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Contractor employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Contractor.
s.	<b>SMOKE-FREE WORKPLACE</b> For the health, safety and protection of all employees of BL as well as Contractual employees, smoking is not permitted anywhere in BL's premises, including but not limited to the lobbies, elevators, stairwells, corridors, restrooms, lounges, public areas, and all other building/plant spaces.

## 11. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

## 12. Termination

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective item promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.
- viii. 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.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

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

### **13. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason 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.

### **14. CONTRACT LABOUR REGULATIONS**

- ❖ The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
  - ❖ The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
  - ❖ The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
    - ❖ A copy of the above wage cum muster register has to be submitted along with each months bill. Payment will not be made till the Contractor submits the aforesaid register.
- The Contractor will retain the original wage cum muster register with their Manager at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.
- ❖ Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

### **15. PAYMENT OF MINIMUM WAGES**

- a) The Contractor will pay minimum wages as prescribed by Maharashtra State Government from time to time.
- b) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

### **16. PAYMENT OF WAGES**

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period or as per the rules of the applicable state in respect of which the wages are payable.

### **17. PAYMENT OF BONUS**

The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel.

**18. SAFETY AND WELFARE**

- a) The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.
- b) The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- c) The Contractor shall provide safety clothing, shoes etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required.
- d) First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- e) Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

**19. WORKMEN COMPENSATION**

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial Legislation that may be applicable, from time to time, for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be borne by the Contractor.

**20. GRATUITY**

The contractor has to take Gratuity Insurance for the Security Personnel engaged in Balmer Lawrie and the Gratuity Insurance Premium will be reimbursed by Balmer Lawrie.

**21. SUSPENSION OF WORK:**

The Officer-in-Charge may at any time (s) at his discretion should he consider that the circumstances so warrant (the decision of Officer-in-Charge as to the existence of Circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period (s), as Officer-in-Charge shall deem fit, and the Contractor upon receipt of the order of suspension forthwith suspend the work (s) or such part thereof as shall have been suspended until he has received a written order from the Officer-in-Charge to proceed with the work suspended or any part thereof.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension, the personnel of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the liability of the Contractor to pay Salary, wages or hire charges or bear other charges and expenses thereof.

Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Officer-in-Charge in any notice of Suspension as

aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor).

## **22. TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR**

1. It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.
2. On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.
3. Payment of terminal dues applicable, if any, shall be to the account of the Contractor and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the security contract.
4. It will be the Contractor's responsibility to ensure that the personnel engaged by him peacefully and orderly vacate the Company's premises, without any claim or demand on the Company.

## **23. CONFIDENTIALITY / SECRECY**

The successful Contractor would have to acknowledge that any confidential information received by them from BL or to which it has access, in connection with the discharge by the Contractor of its duties and obligations under and in accordance with the agreement required to be executed, or granted by BL to the Contractor and/or its employees/workmen and/or contract labour to be engaged or employed by it in accordance with the terms hereof, would be under a duty/obligations of confidentiality and agrees that such confidential information shall not be disclosed or divulged to any third party without the prior written consent of BL and shall be used by the Contractor and/or employees/workmen and/or contract labour engaged or employed by it as aforesaid solely for the purpose of the discharge by the Contractor of its duties and obligations in accordance with the terms hereof.

For the purpose of this clause, "Confidential Information" shall mean all records, books, statements, vouchers, and other data or information (whether written, graphic or oral) to be supplied or furnished by BL or on its behalf to the Contractor or to which BL would grant access to the Contractor, its employees/workmen and/or contract labour, as the case may be as aforesaid.

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

**AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.**

**Annexure-II**

**E. SCOPE OF WORK**

- 1] The security agency will be responsible to execute, fulfill and discharge the work and obligations of providing safety and security of the personnel and the company's property round the clock i.e. for 24 hours and 7 days a week. The security agency should always ensure manning of all posts and maintaining services at all the time.
- 2] Requirement of Security Personnel

**FOR TALOJA**

Sr.No.	Security Supervisor / Guard	Shift G [9.00 am to 5.00 pm]	Shift 1 [7.00 am to 3.00 pm]	Shift 2 [3.00 pm to 11.00 pm]	Shift 3 [11.00 pm to 7.00 am]
1	Security Supervisor	1	0	0	0
2	Security Guard	0	3	5	5

The numbers indicated above against each designated positions in all three shifts including General Shift. Numbers of Security Supervisor/Guards indicated are total number of guards per day. However, the numbers may vary during the period of contract. The company reserves the right to increase/decrease the security personnel at the agreed terms. The security agency shall provide extra security personnel as desired by the company at the factory premises on 48 hours notice.

- 3] The Security Supervisors should **preferably** be an Ex-Serviceman and above and should have **minimum 5 years experience** in industrial security which may be relaxed as per the discretion of the management. They should be qualified with good power of command and should be knowledgeable in maintaining records relating to security arrangements of an Industrial Unit.

**They should be well trained / conversant in fire fighting operations, first aid and rescue operations having a valid certificate from a recognized agency. The supervisors should be competent to take charge and enforce discipline among security guards. The successful security agency will be required to submit a copy of such certificate to the Company.**

- 4] Personnel to be deployed are necessarily required to be well trained/experienced in all respects to perform security services effectively such as safety/frisking/checking of vehicles/identifying hidden weapons and also related emergency services such as fire/flood/electrical, etc to protect the property and employees/visitors in the company premises.
- 5] The security agency will be responsible to provide trained and experienced personnel and/or trained civilian guards who are trained in security and fire safety services and first aid as required by the company. The certificates from a recognised training institute to be submitted on deputation.
- 6] The age of Security Supervisor should be between 50-55 years which may be relaxed in case of Ex- Serviceman as per the discretion of the management and for Security guards in

the age group between 25 – 40 years considering the nature of jobs required at our factory premises.

- 7] The security personnel posted at our locations are to have a good physique and should be free from any contagious and infectious diseases. The Medical certificate should be available on demand for each and every security personnel provided by the agency. The Medical certificate should be submitted for each and every security personnel provided by the agency at the time of deputation.

List of investigation/ examinations to be part of pre-employment medical check-up:

- Estimation of TC, DC, ESR, Hb, Blood group
  - Estimation of Fasting Blood Sugar, PP, Blood Urea, Creatinine and Lipid Profile
  - X-Ray of Chest and PA View
  - ECG
  - Eye and Hearing Tests
  - Hernia, Hydrocele, Abdomen, Skin Condition and AIDS Test
- 

- 8] The security agency shall ensure that the security personnel's are in proper uniform and are provided with raincoats, boots, gumboots, whistles, torches, batons, etc as required for efficient discharge of their duties. It is to be ensured that the uniform and badges displaying the name of the individual is provided to the guards/security personnel and are to be worn on duty and the security staffs are smartly dressed at all times.
- 9] Qualifications and experience of personnel of those deployed are required to possess minimum qualification and experience as given below to meet the terms of contract and to ensure efficient discharge of the functions / duties :-

Sr.No.	Designation	Minimum Qualification	Minimum Experience
1	Security Supervisor	Ex Army/Civilian with Graduate or equivalent	5 years [relaxation may be given in case of Ex-army as per discretion of the management.]
2	Security Guard	Trained civilian/Ex Army with 12 <sup>th</sup> Standard	5 years

However relaxation in age/qualification/experience may be considered as per discretion of the company.

- 10] The successful security agency fulfilling all the eligibility criteria and also the general conditions in the tendering process will take charge of the security services on receipt of confirmation.
- 11] We shall be at liberty to check / verify monthly pay sheets / records of the agency to ensure that agency is paying as per Minimum Wages Act of Raigad District Security Guard Board for New Panvel-Mahad and all statutory obligations are complied with.

- 12] The Security services required are for 24 hours and 7 days in a week on 8 hours per shift basis. Security guards / Security Supervisors working beyond 8 Hrs per shift will have to be paid Over Time. No security guards / security supervisor will be allowed to work beyond 12 hrs. The security agency should ensure manning of all posts and maintaining services at all times. The need of reliever, if any, shall be taken care of by the security agency.
- 13] The company shall not provide any Housing / Residential accommodation including canteen facility to the security personnel deployed by the security agency and the company shall not bear / reimburse any expenses in connection with the same.
- 14] The company will have privacy of contract with the security agency and will give instructions to them only and will have nothing to do with the guards/supervisors or conditions governing their employment with the security agency.
- 15] The company will pay the monthly security service charges within 7 days of submission of the bill by the security agency. Notwithstanding the above, the agency will be required to make payment of wages to their staff engaged in our premises within the stipulated due dates prescribed by the statute and submit documentary evidence alongwith the bill.
- 16] As a prime requirement, the security agency shall have a responsible person who will be authorized to take spot decision and also accessible since security services being sensitive in nature. The address, name of contract person with phone/mobile should be clearly mentioned.
- 17] The security agency will be required to abide by all statutory compliances at Taloja and rules framed there under and / or any notification on the subject. The security services shall be effecting payment to the security guards and supervisors wages / salary per month which shall as per Minimum Wages Act of Raigad District Security Guard Board for New Panvel-Mahad.
- 18] The security agency should submit all applicable statutory returns and provide proof thereof to the Company exclusively for the Unit. Agency must have all the applicable Statutory Registrations / Licence like Contract Labour Act, GSTN, PF, ESI, Employees Compensation Act, and other Labour Laws **(Attach Proofs with the Quotation)**.
- 19] The successful security agency shall ensure that their employees deployed by them at our plant, being so entitled in that behalf, are covered under EPF, ESI or WCI in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 ("the PF 1952 Act") and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF 1952 Act and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, failing which Balmer Lawrie & Co Ltd (BLC) shall deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the Security agency, from the consideration payable by BLC to the successful security agency as per prevailing rules. The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC shall further be entitled to deduct clerical charges at the rate of Rs.400.00 - on each such occasion from the bills of the successful security agency.

The parties hereto expressly declare that the existing rate of contributions to the employees provident fund by employer (the security agency) and the employees is 12% respectively of the total wages plus administrative charges of 0.65% thereon to be borne by the security agency in its capacity as "employer"

The successful security agency will have to submit every month along with their bill, duly receipted copies of the following:-

- Challans for amount deposited towards EPF of employees (individual person's name) engaged by them during the period
- Form 12 showing employee wise details of contribution towards PF (both employer/employee's contribution)
- Form 5 and Form 10 showing addition / deletion of employees during the month
- Form 3A & Form 6A prescribed for employee-wise annual return of PF contribution would also have to be submitted at the end of the year.

The receipted copy of Serial Nos. a, b & c of the previous month, to be submitted along with the next month bill.

- 20) As per Minimum Wages Circular of Raigad District Security Guard Board, the basic wages are subject to revision from time to time within the contract period. The rates shown in the Price Bid are the current rates. The same will be revised on receipt of Circular.
- 21) The security agency shall be responsible for theft / pilferage / damage of the Company's material, property or any other incident involving security. The agency shall inform the authorized personnel of the Company immediately of any untoward happening and also submit a detailed report and do the necessary follow-up. The agency will also be required to lodge FIR / Report with local authorities.
- 22) The security agency shall ensure that the security personnel are in proper uniform, and are provided with raincoats, boots, gum boots, whistles, batons torch, safety shoes etc.
- 23) It is the responsibility of the security agency for proper supervision and control of personnel deployed by them. Security agency shall ensure that the security personnel are disciplined, sober and shall not in any manner cause any nuisance, interference, annoyance to the company, its business or work of its officers, employees, workmen, customers etc. In case of unsatisfactory conduct, behavior etc. by any of its personnel, the same shall be dealt with pro-actively by the agency.
- 24) The security agency will do proper manning of the gates to ensure that no unauthorized person enters the premises and persons with valid gate pass are only allowed. They will make entry in the "Gate in Register" of all vehicles entering the premises, physically verify that empty vehicles leaving the premises are not carrying unauthorized goods. They should do proper noting in the "Gate out Register" giving details of the vehicle leaving the premises.
- 25) The security agency shall ensure that full strength of personnel is maintained at all points, all personnel engaged should have adequate training in fire fighting and first aid services and should make themselves available to meet any emergency service at any point of time.
- 26) There should be a rotation policy for the deputed security guards. Every 6 months guards have to be rotated which will be jointly discussed between the management and the security agency.

- 27) The Director or Branch Manager or Area Manager or authorized representative of the security agency must visit the Unit at least once a week and personally supervise the personnel posted by agency and report to the authorized officials of the company about the same and satisfy them. They will also carry out surprise night checks in a routine manner and keep the company informed about details of such checks.
- 28) The security agency will indemnify the company, its officers, employees and workmen against any loss or damage to property or otherwise by reason of any act or omission on the part of the personnel deployed by it and shall make good such loss or damage.
- 29) The guards or any person deployed by security agency shall not under any circumstances be treated or claimed to be treated as an employee or servant of the company and shall not have any claim of any nature whatsoever on the company.
- 30) The security agency shall adhere to the rules framed by the company from time to time.
- 31) The agreement / contract can be terminated earlier by either party by giving one calendar month's notice. However, the company reserves the right to terminate the contract forthwith in case of serious breach of contract and the decision of the company will be binding.
- 32) On termination of the contract, the security agency shall ensure prompt withdrawal of their personnel / employees deployed by them from the company's premises and shall ensure peaceful hand over of the charge of security arrangements back to the company or to such personnel / organization as directed by Company. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the security agency at the premises of the company will be considered as trespass.

**F. INSTRUCTIONS FOR BIDDERS FOR QUOTING IN THE PRICE BID :-**

In the Price Bid, Bidders have to quoted only for the following :-

[1] **Washing Allowance (WA) –**

The rate quoted should be fixed lump sum per month for each category.

[2] **Services Charges (SC) –**

The rate quoted should be fixed lump sum per month for each category. Please note that the Service Charges remain firm throughout the contract period and the same cannot be quoted at Nil.

[3] **Rank Allowance (RG) –**

The rate quoted should be fixed lump sum per month for each category wherever applicable.

**ANNEXURE III**

**G. GST Compliances**

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

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

**ANNEXURE-IV**

**H. DETAILS OF VENDOR**

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

## ANNEXURE V

### I. ADDITIONAL DETAILS OF VENDORS

The following information to be furnished by the bidder –

1. Name of the Security Agency :
2. Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited Company :  
:
3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)
  - Registered Office:
  - Branch Office (quoted against this tender) :
  - Factory/Go down/Workshop :
4. Year of Establishment  
  
Date of Registration (With Photo Copies)  
  
Registration No.  
  
Year of Commencement of Operations
5. Details of business activities including that of Sister Concerns, if any
6. Information on manpower engaged with the tenderer such as :-
  - a. No. of Supervisors
  - b. No. of Security Guards
  - c. No. of employees employed
    - Permanent
    - Temporary

7. List of existing Companies where security personnel have been engaged. Copies of order / references to be attached.
8. Annual turnover in the last 3 years (copy of balance sheet/income tax certificate to be attached as proof)

2015-16  
2014-15  
2013-14

:

9. Whether any legal (Civil, Industrial, Criminal) cases/disputes are either pending or contemplated against the Contractor in any Court of Law or before any other authority? If so, please give the details.

10. Details about Bankers ( Name, Branch, Addresses with Tel. Nos.)

11. Details of latest Income Tax Assessment and Clearance, if applicable (Please attach certificates)

12. EMD PARTICULARS :

Demand Draft /Pay Order No.	:
Date	:
Drawn On	:
Amount	:

**ANNEXURE VI**

**J. PRICE BID – to be filled by BIDDER**

**As per attached**

**Note :**

Note :

Bonus has been considered in the structure on monthly basis. However, please note that it would be paid on an annual basis on submission of bills along with attendance details for the period which is considered. The bill should be submitted before the Diwali festival as per the current practice of the location.

Basic/VDA mentioned in the Price Bid is as per the Circular Reference No. SGB/Raigad/DA/2017/3928 dated 7.2.2017 of the Raigad District Security Guard Board.

**ANNEXURE - VII**

**K. ADDRESS OF BALMER LAWRIE PLANT**

1. **Balmer Lawrie & Co. Ltd.,  
SBU- Industrial Packaging,  
G 15,16,17, MIDC, Taloja,  
District – Raigad (Maharashtra) – 410208**

**ANNEXURE- VIII**

**(To be provided by successful bidder only)**

**L. Proforma of the Bank Guarantee (Security Deposit)**

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

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as “the said Tender”) for the providing “Security Services to our Taloja Plant” and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

**ANNEXURE - IX**

**M. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
4	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. <b>NEFT/RTGS IFSC</b> Code	<b>SCBL0036046</b>
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. <b>SWIFT CODE</b>	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	Vendor's e mail id	

**ANNEXURE-X**

**N. CONDITIONS FOR ONLINE BID SUBMISSION**

**Pre-Requisites Before Login to System (Software requirements.)**

**Minimum System Requirements:**

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

**Operating System:**

- Windows 7,8,10

**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

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

**Procedure for Bid Submission**

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

**Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd. Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Tirtha Das, Mob 9163254290 email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
3. Mr. Ravi Gaiwal, Tel +9619379192 Email - [ravi.gaiwal@c1india.com](mailto:ravi.gaiwal@c1india.com)
4. Mr.C.H.Manisankar, Mob. +91 8939284159 Email – [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)

Or

**Balmer Lawrie's officials.**

**Contact nos. and e.mail ID's**

1.Shri Nayan Jadhav ,Mob.8879294183 Land Line No.022 66258191 e.mail:  
[yadav.nd@balmerlawrie.com](mailto:yadav.nd@balmerlawrie.com)

2.Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:  
[amanda.c@balmerlawrie.com](mailto:amanda.c@balmerlawrie.com)

**Digital Certificate authentication:**

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

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

**Bid Submission Acknowledgement:**

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

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

**Disclaimer Clause:**

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.

## **O. 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**
  - o to comply with the laws of the applicable legal system(s).
- ☐ **Prohibition of corruption and bribery**
  - o 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**
  - o 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;
  - o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
  - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
  - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - o to comply with the maximum number of working hours laid down in the applicable laws;
  - o 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**
  - o to employ no workers under the age of 18;
- ☐ **Health and safety of employees**
  - o to take responsibility for the health and safety of its employees;
  - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - o to provide training and ensure that employees are educated in health and safety issues;
  - o to set up or use a reasonable occupational health & safety management system;
- ☐ **Environmental protection**
  - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - o to minimize environmental pollution and make continuous improvements in environmental protection;
  - o to set up or use a reasonable environmental management system;
- ☐ **Supply chain**
  - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
  - o to comply with the principles of non-discrimination with regard to supplier selection and treatment.