



**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. 0100PE01173 dated 07.08.2018**

**Due date of Tender: 17.08.2018 at 18:00 hrs.  
Opening of Technical Bid: 17.08.2018 at 18:10 hrs.**

Online Two Bid e-Tender is invited for “Contract for Fabrication of Barrels” at our Vadodara Plant located at Industrial Packing - Vadodara, Plot No 727, Savli Industrial Estate, Vadodara – 391775 ” 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> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> <b>603,Coral Classic,20<sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071</b>
<b>Contact Persons:</b> 1. Shri P B Pawar, Mob.9867290068 Land Line No.022 66258183 e.mail: pawar.pb@balmerlawrie.com 2. Shri Tushar Ingale – Mob-09769015541, 022 66258209, email ID: ingale.td@balmerlawrie.com	<b>Contact Person</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 is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

### 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 Contract for Fabrication of Barrels as detailed in Annexure I of this tender for our plant at Vadodara.
2. **Please Refer to Annexure –II for Scope of Services.**
3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification 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 17.08.2018 at 18:00 hrs

5.2 Online Pre-Qualification Bid opening 17.08.2018 at 18:10 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.

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure – XII**.

Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

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 Service
- F. Annexure III – GST Compliances
- G. Annexure IV – Details of vendors
- H. Annexure V – Additional details of vendors
- I. Annexures VI – Price Bid.
- J. Annexure VII – Addresses of Balmer Lawrie location
- K. Annexure VIII – Format of Bank Guarantee
- L. Annexure IX - Bank Details for SWIFT/RTGS Transfers

- M. Annexure X - Conditions for Online Bid submission
- N. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- O. Annexure XII – CPPP Declaration
- P. Annexure XIII – Minimum Wages Notification
- Q. Annexure XIV – Indemnity Bond Format

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.
- v. Bidders not registered under GST are not eligible for participating in this tender. 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.

#### **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 Criteria as set by BL shall only be opened.

**14. Complete Scope of Service**

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 service, as given in the Tender Document Annexure – 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 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 basis of Total Contract Value in Indian Rupees, for the requirement as mentioned in the scope of services (all inclusive).

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

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.**

- c. 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.**

## 18.Pre-Qualification Criteria

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

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

Sr.No.	Criteria	Documents to be submitted
1	The bidder shall have atleast two years experience in labour supply contract/ managing manpower in light engineering fabrication industry/barrel manufacturing industry	Certificate of Incorporation / Certificate of Registration / Copy of License under the Contract Labour [Regulation & Abolition Act] / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidences of labour supply contract and managing manpower in light engineering fabrication industry/barrel manufacturing industry during last 5 years and during last 5 years the bidder should meet any of the following criteria -  a) Three similar completed works of tender value of not less than the amount equal to Rs.39.00 Lakhs for each order or b) Two similar completed works of tender value of not less than the amount equal to Rs.49.00 Lakhs for each order or c) One similar completed work of tender value of not less than the amount equal to Rs.78.00 Lakhs.	Copy of Purchase Order/Contract
3	The bidder should have employed / skilled / semi skilled / unskilled workmen, Supervisors not less than 70 in numbers having work experience in similar nature of work.	Copy of Purchase Order/Contract wherein the no. of workmen is mentioned.
4	Minimum average annual turnover of Rs.40.00 lacs in each of the last three years (2015-16, 2016-17 & 2017-18 )	Chartered Accountant certified Profit & Loss & Balance Sheet copies or IT Return or CA certified letter confirming the turnover for 3 years.

5	Branch Office/Registered Office should be located within 100 kms radius of our Vadodara Plant	Address with pincode of the bidders Branch Office/Registered Office on Company's letterhead.
6	PF Registration No.	Copy of Certificate
7	ESIC Registration No./Coverage under Employee Compensation Act.	Copy of Certificate
8	GSTN Registration No.	Copy of Certificate
9	Company's Permanent Account No. (PAN No)	Copy of Certificate
10	Earnest money deposit Rs.2.00 lacs	<i>EMD by way of DD/Pay order /Bank Transfer</i>
11	Bidders whose contract has been terminated in the last three years by any company by way of blacklisting / on holiday listing are not eligible for participation. Further, the Bidder should not have any Director / Partner / Interested Party who/whose firm was associated earlier and the contract was terminated in the last 3 years.	<i>Undertaking on Letterhead to be provided.</i>

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

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

### 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 Rs.2.00 lacs [Rupees Two Lacs only].

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

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 EXCEPT FOR MSME/NSIC REGISTERED FABRICATORS/BIDDERS.
- 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)**

The successful Contractor shall have to deposit with the Company total amount of **Rs.10.00 Lacs (Rupees Ten lacs)** as security deposit in the following manner :-

- a) **Rs.2.00 lacs (Rupees Two Lacs)** of EMD paid at the time of submission of tender will be converted to Security Deposit.
- b) An amount of **Rs.8.00 lacs (Rupees Eight Lacs)** to be deposited by Demand Draft/Pay Order in favour of Balmer Lawrie & Co.Ltd. payable at Mumbai within 15 days of award of contract. Cheque/Cash or any other form of payment will not be accepted.

**OR**

- c) **Bank Guarantee of Rs.10.00 lacs (Rupees Ten lacs)** executed by a Nationalized Bank approved by RBI as per Company's Standard format. In the event the Contractor is executing Bank Guarantee of the aforesaid amount, the EMD of Rs.2.00 lacs will be refunded after receipt of Bank Guarantee duly confirmed by the issuing bank. The bank guarantee executed should be valid for 30 months. The security deposit will not bear any interest. In the event of extension of the contract as mutually agreed by the Company and the Contractor, the Bank Guarantee also to be extended for a period of 6 months over and above the agreed period of extension.

The Security Deposit is liable for forfeiture in the event of :-

- Unsatisfactory services i.e. failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- The Contractor damages or loses records /documents of the Company and/or of statutory compliances.



- The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- Successful Contractor violates the tender condition.
- Failure to maintain statutory records and comply with statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.
- Any financial liability imposed on BL for any commission/omission done by Contractor or his employees.
- **Payment of services rendered made will be released only after receipt of Security Deposit.**

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit. In case of any damages caused to the building, plant and machineries, the Security Deposit will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any, on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

#### **4. PAYMENT PROCEDURE :**

**The Contractor shall submit the bills on monthly basis along with the copies of the following latest by 10<sup>th</sup> of each month:-**

- a) Copy of the wage cum muster register (as per format provided by BL) duly certified by the authorized representative of the Contractor and Company at the time of wage payment of the month for which bill is submitted.**
- b) Received copy of ECR & statement showing individual employee wise contribution amount deposited towards EPF of workmen engaged by him during the previous to previous month.**
- c) The received copy of Challans for amount submitted towards ESI, EPF, WCI/ Insurance) and other related documents of the previous month for owner to make the payment on reimbursement basis.**
- d) Payment towards providing uniform, safety clothing, gears, shoes, helmets, safety goggles, mask, gloves, rain coat, umbrella, any other related conveyance expenditure etc. to workmen as per job requirement shall be made on reimbursement basis.**
- e) For claiming GST, the billing to be done on "GST Invoice" with Tax Registration number including received copy of Challan of previous month.**

**After verification of all the above documents towards satisfactory compliance of the statutory payments, the Company will release the payment on 25<sup>th</sup> day of the following month for which bills have been submitted after deduction of retention money.**

**Income Tax, as applicable, would be deducted from the each bill of the Contractor towards tax deducted at source for which necessary TDS certificate will be issued.**

- 5. 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.**

**6. 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 contractor's due payments or security amount held with us.

**7. Validity of the Contract :**

The Contract if any awarded against this tender will be valid for **12 months [tentatively from August, 2018 to July,2019] extendable for a further period of another 2 months at BL's Option. BL will however have the option to terminate forthwith breach of any terms of the contract.**

**8. Retention Money :**

**5% of the** Gross Bill Value would be deducted every month as retention money and would be kept with the Company to the extent of maximum Rs.5.00 lacs (Rupees Five Lacs only). The retention money will be paid to the Contractor at the end of the contract provided all statutory liabilities have been discharged by the Contractor and the plant and machineries have been maintained and kept in good working conditions at the end of the contract.

In case of any un-discharged liabilities or damages in the building, plant and machineries, the retention money will be adjusted towards payment of statutory dues including penalty and interest if any and/or repairing of the building, plant and machineries. An amount @ 4.81% of minimum wage in terms of applicable Minimum Wages of Contractor workers shall be retained by the company towards payment of Gratuity. As & when applicable, the same shall be reimbursed to the Contractor for payment of Gratuity to his workers.

**9. WORK SCHEDULE:**

The Contractor will be liable to draw up a monthly/weekly work program with the help of Officer-in-Charge to meet out the target set out.

The work shall be carried out in accordance with the following drawn up work program.

i. The Contractor at their cost and expenses, strictly in accordance with the work programme and in consultation with the Company, will appoint or engage competent and trained workmen and other employees and/or personnel in Managerial, technical, engineering, clerical, administrative, supervisory and other staff cadres as may be necessary or required for the proper and efficient discharge and performance by it of the aforesaid tasks, functions and operations. The manpower complement required in connection with this fabrication contract shall be the total responsibility of the Contractor and the Company shall not be concerned in any manner with their antecedents, deployment, substitution for absence etc.

**The installed capacity for the Main Line (Plain Barrels) is 2600 barrels / 8 working hour shift and Lacquer Line (Epoxy Coated) is 1600 barrels/ 8 working hour shift.**

ii The Contractor has to ensure whole hearted efforts for achievement of the output from each of the above Plants as per the installed capacity during normal working hours on a single shift of 8 working hours in 26 working days in a month basis. However, if the installed capacity is increased through changes in plant/ machinery/ lay-out/ process the Contractor has to achieve higher productivity in line with the increased installed capacity.

The 8 working hours mentioned above excludes lunch break, time for which shall be provided for separately as per the statutes.

iii For any reason other than willful disobedience or any other willful act for not producing as per the agreed norms of production, if the production achieved during any month is below the quantity for which the Gross bill amount does not compensate the contractor to cover the standing cost for the month, the Company will pay the Contractor the standing cost (Rs/ month) agreed mutually. Standing cost will be linked to applicable minimum wages and statutory levies prevailing at the period under consideration. Certification of the officer-in-charge for the low production during the month without any willful disobedience or willful act for not producing as per agreed norms is a must for granting payment of standing cost.

Any Willful disobedience or any willful act for not producing as per the agreed norms, as mentioned above, shall be decided at the sole discretion of the Company

iv. The Contractor shall separately maintain full and proper records as required by legislation or regulation as applicable to the Contractor and/or as may be required by the Company in relation to the operation of the said Plant. If in any particular month the number of available working days (excluding Sundays and holidays) falls below or above

26 days, then the minimum production will be proportionately adjusted for that particular month.

v. The Contractor shall in consultation with the Officer-in-Charge, jointly prepare every evening the production plan / program for the next day and on or before the last working day of the week preceding the relevant week, setting out in reasonable detail, *inter alia*, the following matters :-

- a) the number of Plain/Epoxy coated Barrels and related components the Contractor shall manufacture and fabricate over the forthcoming week as specified therein ("Target Production"),
- b) the number of normal shifts required to achieve the Target production over the relevant period to which the work program relates,
- c) Details regarding the steps/measures undertaken or to be undertaken by the Contractor so as to achieve and to ensure continued compliance with all legislations, rules and regulations as applicable to the Contractor and in force from time to time in the State of Gujarat, including without limitation, licenses, no-objections and other compliances required to be complied with by the Contractor for the manufacture and fabrication of steel drums and related components at the said Plant;

vi. The Contractor shall not employ persons below the age of 18 years upto maximum 58 years in contravention of the Factories Act, 1948 and shall meet all statutory requirements as prescribed from time to time under various laws relating employment of labour.

vii. The Contractor shall carry out the work for a minimum of 48 (forty eight) hours a week and 8 (eight) hours a day on all working days. If necessary and when required to meet the call-ups, the Contractor may also be required to work in two or more shifts in a day. Should the exigencies of work so demand, the Contractor shall work on Weekly off days and other holidays as well subject to receipt of prior notice from the Company either in writing or verbally followed by a written confirmation. For such additional production done beyond the normal working hours, the Contractor shall be suitably compensated in terms of statutory provisions as applicable.

NOTE : For second shift operations at Epoxy Coated Barrel Line, the contractor has to provide trained / skilled manpower. Additional cost incurred will be reimbursed by the company.

viii. For any production/maintenance or any other activities to be performed beyond normal shift hours, the Contractor will obtain written permission from the officer – in – charge in advance for no. of employees to be engaged for such jobs and the period of their engagement beyond normal shift hours.

For such engagement of the Contractor's employee on Overtime, the Company will reimburse the Contractor overtime in terms of statutory provisions including coverage

under ESIC / Employee Compensation Act. subject to escalation / de- escalation linked to minimum wages. No administrative charges & profit margins will be paid for working on overtime hours.

ix. In the event of requirement of any additional manpower over & above the stipulated manpower for any particular job, the cost of such job will be reimbursed by the Company at actuals as per Minimum Wages Act. No additional administrative charges will be paid on the aforesaid additional manpower employed.

x. The Contractor will not make any additions, alterations or renovations in or to Plant & Machineries without the prior written consent of the Company.

xi. The Contractor will keep and maintain Vadodara Plant, all equipment therein and all attendant facilities in good, clean, proper repair and working order and condition and strictly adhere and conform at all times to the instructions / directions issued by the Company from time-to-time Provided however that spare parts if any required by the Contractor, shall be supplied by the Company.

xii The Contractor shall comply with all applicable laws.

#### **10. FACILITIES:**

Company would provide testing equipment and plant and machinery and other utilities/facilities such as, water, power, fuel and compressed air.

#### **11. RESPONSIBILITY:**

A) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor within the time period mentioned by the company at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.

B) The Contractor will ensure that workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.

C) The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of any work done under this contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules and

regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.

D) The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge for the personnel engaged by him and issue them identification cards.

E) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.

F) The Contractor shall indemnify the company against any liability for any commission / omission of any action done by him or his employees. The indemnity bond shall be as per the attached format given by Balmer Lawrie [Annexure – XIV].

G) **QUALITY ASSURANCE :**

The Contractor shall ensure quality in the manufacture of Plain/Epoxy coated Barrels, as per recognized standards. Company's representative shall have the right to inspect and/or test the drums manufactured at any point of time during the course of fabrication, with a view to ensure their conformity to the required specifications/standards, as necessary. If at any time the Officer-in-Charge is of the opinion that the job has been unsatisfactorily done and the Contractor does not forthwith rectify the defect or re-do to the satisfaction of the Officer-in-Charge, the Officer-in-Charge will have the right to reject the defected barrels/drums fabricated or may take necessary action, as deemed fit, and whose decision would be final and binding on the Contractor.

The Contractor shall endeavor to restrict the line rejection generated out of manufacturing of Plain/Lacquer Barrels should not exceed a maximum of 0.25%.

H) Wherever any dispute regarding the job arises, the decision of the Officer in-Charge would be final and binding on the Contractor.

I) If the Contractor is penalized for any reason by BL, then Office in-Charge can waive off the penalty.

J) The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the operation for fabrication of drums and related

activities so as to conform to the prevalent law and statutory requirements that may be applicable from time to time.

- K) Any disposal of any item of whatsoever nature will be the responsibility of the Company. However, the Contractor will be responsible for bundling/ shifting of the rejections/non usable stores and consumables to the designated place as per the instruction of the Officer-in-charge without any additional cost.

The Contractor shall be specifically responsible for the contractual / statutory compliances in respect of personnel engaged by him for the operation and supervision of the fabrication contract and jobs related thereto:

- L) The Contractor would be responsible for the preventive maintenance/and or rectification of any breakdown to the plant and machinery to keep them in working condition would be of the Contractor. Therefore, the Contractor will be required to maintain "Maintenance Team" at their own cost to attend to the repair work of the machines immediately. However, the spares, if any needed, will be supplied to the Contractor by Company free of cost.
- M) The labour engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The Labour shall not indulge in any acts of indiscipline, in-subordination or rowdism.

While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation in terms of statutory provisions, as the case may be, shall lie on the Contractor only.

- N) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

**12. EMPLOYEES PROVIDENT FUND**

- a) The contractor should ensure payment to PF authority within stipulated payment date. Any penalty arising out of late payment or non payment will be on contractors account.

The Contractor will have to submit every month along with his bill, receipted copies of the following :-

[1] Challans for amount deposited towards EPF of workmen engaged by him during the period.

[2] **ECR** showing employee wise detail of contribution towards PF (both employers/employees contribution

The receipted copy of Sr. Nos. 1, 2 of the previous to previous month, to be submitted alongwith next months bill. Non submission of the aforesaid Forms and/or any discrepancies in the aforesaid contribution will lead to deduction from the contractors bill till evidence of satisfactory compliance.

- b) The Contractor shall contribute towards EPF in respect of employees engaged by him at the rates, which are in force from time to time under the EPF & Misc. Provisions Act.
- c) The Contractor will maintain register / records and nomination forms required under the EPF & Miscellaneous provisions act in respect of all the employees engaged by them with their Manager in the site office in original and the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract.

The Contractor should also maintain copies of all related documents in their Registered Office.

- d) Every year Contractor will arrange distribution of Annual Statement of PF to all his employees.

**13. ESI**

- a) In case the area, where the Plant is located is notified and is covered under ESIC Act 1948, the Contractor should obtain a ESIC code No and comply with the requirement. In case of non coverage of ESI, then the contractor has to take necessary employee compensation insurance policy in terms of Employee Compensation Act as required.
- b) In case additional manpower is required, contractor should ensure payment of PF and ESIC and the same will be reimbursed by BL on producing proof of payment.

**14. CONTRACT LABOUR (REGULATION & Abolition) Act**

- a) 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.



b) 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 Factories Act or the Contract labour (Regulation & Abolition) Act-1970 or their applicable law, rule or regulation, if applicable.

c) The Contractor will maintain register of the workers engaged by him as prescribed under the act.

d) The Contractor will maintain a wage cum muster register as prescribed under the Act and obtain signatures/thumb impression of workmen on the same and would get the register duly certified by representative of the Company.

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.

The contractor shall keep a copy of the same in their Registered Office.

e) The Contractor will maintain register of deductions / fine / advance and overtime as prescribed under the act.

f) 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.

g) Contractor shall ensure successful annual inspection by the statutory authorities.

**15. PAYMENT OF MINIMUM WAGES**

a) The Contractor will pay minimum wages as prescribed / revised / made applicable by the Government of Gujarat at the location of the factory from time to time, at rates prescribed for different categories of workmen engaged by him.

b) Minimum wages as stipulated by the competent authority in the Notification No. SHRA/AA.6/1/2018/44321/532 dated 31.3.2018 and subsequent amendment thereof applicable to Engineering Industries in the Savali as per Government of Gujarat.

c) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

d) In case of a change in the quantum of outgo from the contractor towards their contribution to the statutory benefits to the employees arising out of any changes in the relevant statutes, the consideration payable by Balmer Lawrie to the Contractor shall also undergo a change and the revised consideration would be arrived at after mutual discussion and agreement on the subject.

**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. The disbursement of Wages will be in normal working hour in presence of Balmer Lawrie Officers or bank account transfer.

- As per the statutory rules, the disbursement of wages has to be made in the presence of the company authorized officer who would have the right to check the wage register. The register which is checked and signed by BL officer alone has to be submitted along with the monthly wage bill and vouchers and bill without the signature of the BL officer in the wage register would not be accepted for reimbursement and would be returned back without processing.

**17. PAYMENT OF BONUS**

a) The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel. The Statutory minimum Bonus as applicable shall be paid by the Contractor in terms of Payment of Bonus Act & Form A,B,C & D shall be maintained by the Contractor. Balmer Lawrie shall reimburse the Contractor the amount paid to the Contractor workers in terms of Payment of Bonus Act on submission of all statutory Forms & evidence of disbursement of statutory Bonus.

In case of non-payment of wages or any other dues to any personnel engaged by the Contractor, Company will make the payment to the employee of the contractor. The company shall deduct Rs.100.00 per person per month over and above the amount paid to the contractor's employee from the bills of Contractor or from any other amount that may be payable to the Contractor under any contract or as debt payable by the Contractor, however the same can be waived off by Officer In Charge.

The Contractor shall ensure wage standards, provisions (including the provisions of Wages, privilege and facilities) and wage period for all personnel engaged by him for the execution of the contract and as prescribed under the Payment of Wages Act, 1936, the Contract Labour (Regulation & Abolition) Act-1970, the Minimum Wages Act and rules framed there under, and any other applicable law, rule or regulation in this behalf including but not limited to the following:

b) WORKING TIME / REST INTERVAL / FACILITY

The Contractor shall ensure that the working hours/ rest interval etc. conform to the requirements as stipulated in the Factories Act, 1948.

c) WEEKLY OFF:

The personnel engaged by the Contractor will be allowed weekly off as per provisions of Factories Act, 1948.

d) NATIONAL HOLIDAYS

Three Nationals Holidays viz. Republic Day (26th January), Independence Day (15th August) and Gandhi Jayanti (2nd October) shall be granted to all the workers with wages.

e) PAID LEAVE

The Contractor shall grant paid leave to personnel engaged by him as per the provisions and at the rate prescribed under the Factories Act, 1948. Also the contractor shall ensure monthly payment of Leave wages as per the statutory provisions.

f) SAFETY AND WELFARE

- 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.
- 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.
- The Contractor shall provide safety clothing, gears, appliances, including shoes, gloves, helmets, safety goggles etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required.

- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately and recorded in a register to be maintained with the Manager employed by the Contractor.
- 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.

g) EMPLOYEES COMPENSATION ACT

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Employees Compensation Insurance Policy as per the Employees Compensation Act and any other Industrial Legislation that may be applicable, from time to time, in the State of Gujarat 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 Employees Compensation Policy will be reimbursed by the Company on submission of documentary evidence.

**18. RECORDS & CERTIFICATE OF COMPLIANCE**

- The Contractor shall keep and maintain all records as are required to be maintained by him under various Industrial & Labour Laws applicable in the state of Gujarat.
- The Contractor shall furnish to the concerned offices/authorities in this behalf any and all information, report (s) and return (s) as are required to be furnished by him under any such laws, rules or regulations.
- The Company's authorized representative and/or the statutory authorities shall be entitled at all times to carry out any check (s) or inspection (s) of the Contractor's facilities, records and accounts to ensure that the provisions of the Labour & Industrial Laws and Regulations are being observed by the Contractor and that the personnel engaged are not denied the rights and benefits to which they are entitled under such provisions.
- Payment shall be released to the Contractor each month subject to the Contractor satisfying Company that the Contractor has paid/contributed all prescribed payments that has to be made under various statutory requirements and more specifically stated above in this tender.

**19. 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).

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

- a) 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.
- b) On cessation of the fabrication 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.
- c) 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 fabrication contract.
- d) 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.
- e) Along with monthly payment bonus and leave wages shall be paid to contractor's workers.
- f) As regard to Gratuity, BL will retain the amount on monthly basis and make the payment as and when due.

**21. 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 the service 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.

**22. SUB CONTRACTING**

The Contractor shall not employ/deploy/engage any Sub Contractor and shall not permit any sub-Contractor or other agency engaged in, or work on his behalf to employ/deploy/engage any person/workman who is not fit or qualified for the job assigned, designated or entrusted to such person/workmen, with the right reserved in the Officer-in-Charge, as the case may be, to forthwith require the Contractor in connection with the work to remove any person/workmen considered undesirable. And upon a written requisition by the Officer-in-Charge, as the case may be in this behalf, the Contractor shall forthwith remove such person/workmen from the work and shall not employ/deploy/engage such persons without obtaining prior written clearance of the Officer-in-Charge, who has directed the removal of the workmen. The opinion of the Officer-in-Charge, with regard to desirability as aforesaid, shall be final.

**23. TERMINATION**

Without prejudice to the right (s) of termination provided or without prejudice to any other right or remedy available to the Contractor in this behalf, Company may terminate the contract in part or full at any time by giving the Contractor not less than two month's notice in writing if the Officer-in-Charge finds loss of order for any of the activities of fabrication of Lube / Lacquered Barrel and/ or Bitumen drum for a period more than one month, the quality, efficiency or efficacy of the work performed by the Contractor, or any part thereof, to be unsatisfactory of which the Officer-in-Charge shall be the sole judge. Upon termination, under and with reference to this clause, the Contractor shall only be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the Contractor in or for anything or for any loss in the profit or anticipated profit of the Contractor.

The Contractor has to ensure payment of the terminal dues to all ex-employees as per the provision of the statute.

**24. 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.

**25. 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.

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

**26. GOVERNING LANGUAGE**

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language.

**27. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of State of Gujarat.

**28. NOTICES**

Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing FAX or e mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**D. GENERAL TERMS AND CONDITIONS**

1. The Contractor means all parties / firms, who respond against this tender notice and with whom the contract is placed and shall be deemed to include the Contractors' successors, representatives, heirs, executors and administrators duly approved by Company.
2. Purpose of Contract: This contract is for FABRICATION OF Plain/Epoxy coated barrels.
3. All the rates given in the offer should be expressed both in words and in figures and where there is difference between two, the rates given in the words will be authentic.
4. Every tender shall be in accordance with the (specifications and terms and conditions).
5. All entries in the tender documents should be in ink or typed and there should be no erasers or overwriting. All corrections should be attested under the full signature of the Contractor.
6. Contractor should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened.
7. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest money deposit or tie up with other transactions towards Earnest Money Deposit will not be considered at all.
8. Company reserves the right to accept any tender in whole or in part and rejects any or all tenders without assigning any reason. Company is not bound to accept the lowest tender and reserve the right to accept one or more tenders in part. The decision of Company in this connection will be final.



9. The tender conditions are supplied in duplicate. The Contractor should read these conditions and return one copy by them confirming their acceptance.
10. The Contractors are specifically advised to note that the Company normally would not carry out negotiations except with such parties who is/are the lowest. As such, it would be in the interest of Contractors to quote lowest reasonable rates.

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

11. In case of unsatisfactory performance of the Contractor, failure to adhere to prescribed norms or misbehavior with employees of Company etc., Company reserves its right to cancel part or whole of the contract or to deduct such amounts as Company may deem reasonable due to the loss of goodwill, business, or material from the security deposit. In such a case, Company also reserves its right to get balance portion of the job executed through other means at the entire risk and cost of the Contractor.
12. The Contractor shall hold Company harmless and indemnified from and against all claims, charge and cost for which Company may be held liable under the Employees Compensation Act, 1923 and or under any other Act which is prevailing in the State of Gujarat and Employees Liability Act 1930 and amendments thereof and expenses which Company may be made to bear by them in respect of injuries to the servants and employees of Company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the Contractor his agents or his employees in carrying out the job of the Contractor.
13. The Contractor shall hold Company harmless and indemnified from all claims, costs and charges for which Company may be held liable in respect of any loss of injury exchanged to any third party through servants / employees / agents. This indemnity in the attached format shall be in addition to, and not in lieu of any indemnity towards Company may be entitled by law.
14. The Contractor shall pay their workers as per the minimum wages act applicable in the state, and shall indemnify Company against any claims arising out of any action taken against Company on account of Contractor's failure to fulfill the above conditions.
15. The Contractor shall not publish any brochures, pamphlets or other literature relating to or concerning the said Plant, its running, operation, management or maintenance or issue any advertisements, press reports or other publicity material except as may be previously authorized or approved in writing by the Company.

16. Save as aforesaid, the Contractor shall not be entitled to receive any remuneration, fee, compensation or other payment for or in respect of the discharge and performance of its responsibilities and obligations under or pursuant to this Agreement.
17. Save as herein provided, the Contractor shall not make any profit or gain or derive any other benefit, monetarily or otherwise, from or by virtue of the day to day running, operation and maintenance of the said Plant and/or all its attendant facilities and/or the discharge and performance of its responsibilities and obligations in terms of this Agreement.
18. The consideration as arrived at above is for the contractor to fabricate barrels with the use of the presently available infrastructure in the form of Plant & Machinery at BLC's Plant in Vadodara. In case if there is any change in the Plant and Machinery or process which would entail substantial increase/decrease in the requirement of manpower for operating the Plant, and/or substantially increase/decrease in the throughput of the Plant the consideration payable to the Contractor would be reassessed and determined by mutual discussion and agreement amongst the parties.
19. The Contractor shall in the discharge of its duties and obligations under or pursuant to this Agreement, take all reasonable precautions in conformity with the highest standards of safety and shall take all necessary steps and measures to ensure that the said Plant or any part thereof or any equipment, structure, installation, fittings and fixtures owned by BLC and located therein are not damaged or destroyed. Any such damage or destruction as aforesaid shall be repaired / replaced by the Contractor failing which the same shall be got done by BLC and the amount incurred thereon shall be recovered by BLC from the bills payable by BLC to the Contractor in case such damage or destruction are for reasons attributable to the contractor or any of their employees/workmen and contract labour appointed or engaged by them. The decision of the Officer-in-Charge on the adequacy of any of the aforesaid repairs/replacement work done by the Contractor or any costs recoverable by BLC from the Contractor in this behalf, shall be binding on the Contractor.
20. The contractor shall give an undertaking and take responsibility about antecedents and character of it's the employees/workmen and the contract labour as well as such other personnel engaged by it under and pursuant to clause II of Annexure IV.
21. The Contractor shall arrange to obtain necessary entry permits for the contract labour and/or the employees/workmen and arrange to issue identity cards, appointment letter to its employees/workmen at their cost.

22. The Contractor shall ensure quality in the manufacture and fabrication of steel barrels as per recognized standards. BLC's representatives shall have the right to inspect and/or test the steel barrels manufactured and fabricated as aforesaid, at any point of the time during the course of manufacture and/or fabrication, with a view to ensure their conformity to the required specifications/standards as necessary. If at any time the Officer-in-charge is of the opinion that the job has been unsatisfactorily done and the Contractor does not forthwith rectify the defect or redo to the satisfaction of the Officer-in-charge the same, the Officer-in-charge shall be entitled to reject the defective barrels or may take necessary action, as he may deem fit, and whose decision shall be final and binding on the Contractor. In such events BLC shall be entitled to deduct from the bills of considerations payable under this Agreement to the Contractor, loss incurred for such defective barrels which will be calculated in the manner in clause 31 herein below.

23. Wherever any dispute regarding the jobs in day to day operations arises, the decision of the Officer-in-charge in writing shall be final and binding on the Contractor.

#### 24. 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> </ul>

	<p>c. Used only by people who have received adequate information, instruction and training to use the tool or equipment.</p> <p>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.</p>
d.	<p><b>Working at Height</b></p> <p>Any Work undertaken where there is a risk of fall and injury is considered to be working at height.</p> <p>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.</p>
e.	<p><b>Fall Prevention System :</b></p> <p>Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.</p>
f.	<p><b>Fall Protection Systems</b></p> <p>Where fall protection systems are used then the Contractor must ensure the following is applied:</p> <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> <li>4. Lifeline systems must be approved by Owner before use.</li> <li>5. Use of ISI marked industrial helmet at all point of time.</li> </ol>
g.	<p><b>Scaffolding</b></p> <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.	<p><b>Stairways and Ladders</b></p> <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</li> </ol>

	of service, & removed from the Site by end of the day.
i.	Lifting Operations
	<p>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.</p> <p>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.</p>
j.	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.
k.	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.
l.	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.
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> <p>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.</p> <p>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.</p> <p>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</p>
n.	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.
o.	<p><b>Trenching Excavating, Drilling and Concreting</b></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.	<p><b>Environmental Requirements</b></p> <p><b>Waste Management:</b> 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><b>Spills:</b> 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><b>Emissions:</b> 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 to , unpaid suspension and termination). In addition, Contractor is required to report such activities to BL authorities immediately on detection of such event.</p>
r.	<p><b>ALCOHOL-FREE WORKPLACE</b></p> <p>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.</p>

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.
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## 25. VENDOR'S CODE OF CONDUCT

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co. Ltd.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. Ltd. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Ltd. Compliance Program. In such event Balmer Lawrie & Co. Ltd. expects the supplier to accept such reasonable changes

The supplier declares herewith:

### **Legal Compliance**

- To comply with the **[Labour]** laws of the applicable legal/**statutory compliance** 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 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**

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

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



**Annexure-II****SCOPE OF SERVICE****JOB DESCRIPTION**

In discharging the contract for the manufacture and fabrication of PLAIN/EPOXY COATED BARRELS, the Contractor shall perform the following tasks, functions and operations in relation to the manufacturing of drums and related components at the said Plant :

- a) Unloading/loading the CR Coils/sheets/other material from/onto the trucks/ trailers using available Forklifts and /or other equipment , if any, of the Company used for lifting and moving the material.
- b) - Unloading/loading with Forklift, the cut sheets and any other material.
  - Unloading/loading with Forklift, the cut sheets for operating blanking press for production of Lids / ends.
- c) Performing the following processes in relation to the fabrication of steel barrels and related components, interalia.
  - Body Sheet Roll Forming to Bead Expanding i.e. , Rolling, Welding, Flanging, Corrugation and Bead Forming, Pressing of End sheets for making Top & Bottom ends, fixing of Top and Bottom ends on body and seaming it properly with seamer with the help of available machines at the Said Plant. Also, lacquering, assembling shells/tops/bottoms and fixing composite liners onto barrels wherever necessary.
  - In-process inspection and testing as per **laid down BIS/BL/Customers' specifications** and conforming to National and International Standards and consequent Rectification/repairing of the defective components / barrels if any.
  - Surface pretreatment, Preheating, Painting, and baking of the Plain/Epoxy coated/GI Barrels and screen printing / stenciling on the barrels fabricated at the said plant.

NOTE : Screen Printing / Stenciling to be removed from the scope of job

- Stacking/De-stacking of Finished Plain/Epoxy coated barrels outside the manufacturing shed in the company premises.
- Online inspection of 100% barrels prior to dispatch to ensure full compliance as per customer's requirement.
- Assisting in inspection of incoming materials & tools in accordance with the specification.

d) Performing of allied and related jobs such as assisting in management of the Stores / Dispatch and Housekeeping of the Plant and the connected premises.

e) Carry out the preventive maintenance or rectification to any breakdown of Plant and Machinery to keep them in good, clean and proper working order and condition. All spare required for maintenance, would be provided by the Company.

f) Conducting and supervising, periodic maintenance checks and safety audits of the machines/equipments at the Plant, as required under applicable law and/or as may be directed by the Company and to deliver or cause to be delivered to the Company certified true and complete copies of such maintenance and safety audit reports as the case may be, in strict adherence to and in conformity with the highest standards of safety.

g) Organising / stacking of all components , WIP materials, Finished and unfinished barrels / drums (including rejected / customers' returned barrels /drums) for Monthly / Annual Stock taking activities or as on or when required as per the instruction of the Officer-in-Charge.

h) Discharge and perform such other and further tasks, functions and operations in relation to the manufacture and fabrication of Plain/EPOXY COATED/GI barrels & Bitumen drums and related components at the said Plant, as may from time to time be directed by the Company and/or the Officer-in-charge.

i) Loading/unloading of barrels onto the trucks.

j) Loading/unloading of incoming stores/raw materials/spares, etc.

The Contractor shall expressly agree that using machines/equipment provided by the Company they would undertake the foregoing tasks, functions and operations in relation to the manufacture and fabrication of Plain/EPOXY COATED BARRELS and related components at the said Plant.

**NOTE :- Plain Barrels of 210 Lit capacity includes :**

- (i) Plain Tight Head Barrels (TH).**
- (ii) Plain Open Head Barrels (OH).**
- (iii) Composite Barrels (Tight Head MS + HDPE Barrel)**

**Lacquered Line Barrels of 210 Lit capacity includes**

- (i) Tight Head Barrels with internal epoxy coated (TH)**
- (ii) Open Head Barrels with internal epoxy coated (OH)**
- (iii) Open Head Barrels with internal painted (OHIP).**

The Supervisors/Workmen posted at our location should be free from any contagious and infectious diseases. The Medical certificate should be available on demand for each and every Supervisor/Workmen provided by the contractor. The Medical certificate should be submitted for each and every Supervisor/Workmen provided by the contractor at the time of deputation. The expenses for the same to be borne by the successful bidder.

List of investigation/ examinations to be part of pre-employment medical check-up to be conducted in any Govt. Hospital or in a NABL approved laboratory :

1. Pulse, BP, Height, Weight
2. Current complaints
3. Skin examination
4. Systemic examination
5. Eye tests : near, distant, colour
6. History: past, personal, family
7. Blood group & Blood sugar
8. Audiometry test
9. Pulmonary function / spirometry
10. Advice, if any
11. Opinion on Fitness to work

**Balmer Lawrie shall reimburse the cost for pre-employment medical check-up subject to verification & approval by Officer In Charge. The unit HR shall maintain all Medical Check-up records.**

#### **REQUIREMENT OF MANPOWER**

##### **A . SUPERVISORS**

Supervisors [5]	
Production	1
Dispatch	1
A&F	1
Admin	1
Stores	1

**1. Production / Quality Control - 1 No.**

Diploma in Mechanical /Production Engineering with 3-5 years' experience in light engineering / fabrication industry .

**2. Dispatch - 1 No.**

Commerce / Engineering Graduate with 3-5 years' experience in dispatch department / stores / commercial department of engineering / manufacturing / fabrication industry .

**3. A & F - Graduate - 1 No**

Commerce Graduate with 3- 5 years' experience in accounts or auditing department of engineering / manufacturing / fabrication industry .

**4. Stores - 1 No.**

Graduate in commerce with 3-5 years' experience in Stores department of engineering / manufacturing / fabrication industry

**5. Administration – 1 No**

Any Graduate with 3- 5 years' experience in administration or HR department of engineering / manufacturing / fabrication industry .

**B Skilled Technicians - 5 nos**

Fitter	1 no.
Electrician	1 no.
Welder cum Fitter	1 no.
Fork Lift	1 no.
Quality Controller	1 no.

**1. Fitter – 1 No.**

ITI in fitter trade with 2- 3 years experience or 5-6 years experience in engineering / manufacturing / fabrication industry as fitter.

**2. Electrician - 1 No.**

ITI in electrician trade with minimum 2-3 years experience or or 5-6 years experience in engineering / manufacturing / fabrication industry as electrician. The candidate shall be holding license for electrical work . Candidate with experience in working with H T line will be preferred.

**3. Welder - 1 No.**

ITI in welder grade with 3 - 5 years experience or 5-6 years experience in engineering / manufacturing / fabrication industry as a welder or as a fitter.

**4. Fork Lift Operator – 1No.**

ITI in motor mechanic grade with minimum 2-3 years experience or 5 -6 years of experience in driving fork lift in engineering / manufacturing / fabrication industry . Fork lift operator shall have HEAVY VEHICLE license.

**5. Quality Controller – 1 No.**

Graduate in chemistry with Experience in any industry as a quality controller for 2-3 years or Any Graduate with 5- 6 years of experience in engineering / manufacturing / fabrication industry as quality controller .

**C Semiskilled Labour – 5 nos**

Welding Machine Operator	1 no.
Seamer Machine Operator	1 no.
Press Operator	1 no.
Painting Booth Operator	1 no.
Degreasing Chamber Operator	1 no.

**D. Unskilled Labour - 35 nos**

**[Including Housekeeping – 2 nos & Sweeper – 1 no.]**

**All manpower requirement shown are indicative. Contractor will be instructed to engage manpower as per actual requirement by the concerned Officer incharge and payment will be made as per actual manpower engaged.**

**NOTE :**

- [1] Contractor should ensure identity verification and character check of all workers employed in BL premises and submit an undertaking with respect to the same. If required by BL, proof of verification (PAN Card/Aadhaar Card/ Voter ID/Ration Card/Etc.) toward identity proof and (Police Verification) towards character check for individual workers to be submitted.
- [2] The contractor shall ensure that the personnel are in proper uniform.
- [3] BL shall be at liberty to check / verify monthly pay sheets / records of the contractor to ensure that contractor is paying as per Minimum Wages Act of Gujarat State, Savali and all statutory obligations are complied with.
- [4] BL will not provide any Housing / Residential accommodation including canteen facility, transport and the company will not bear / reimburse any expenses in connection with the same. Contractor will be responsible for the above.
- [5] BL will have privacy of contract with the contractor and will give instructions to them only and will have nothing to do with the employees or conditions governing their employment with the contractor.
- [6] The company will make reimbursement towards monthly service charges. 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 along with the bill.
- [7] The contractor will be required to abide by all statutory compliances as applicable in the Plant and rules framed there under and / or any notification on the subject. The contractor shall be effecting payment to the employees which shall be as per Minimum Wages Act of State of Gujarat or any applicable statutes.

- [8] The contractor should submit all applicable statutory returns and provide proof thereof to the Company exclusively for the Unit. Contractor must have all the applicable Statutory Registrations / Licence like Contract Labour Act, Service Tax, PF, Employees Compensation Act, and other Labour Laws (**Attach Proofs with the Quotation**).
- [9] The successful contractor shall ensure that their employees deployed by them at our plant, being so entitled in that behalf, are covered under EPF and 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 Contractor, from the consideration payable by BLC to the successful Contractor 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, however the same can be waived off by Officer In Charge.

The parties hereto expressly declare that the existing rate of contributions to the employees provident fund by Contractor is 13% of the total wages (inclusive of administrative charges) thereon to be borne by the Contractor in its capacity as "employer"

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

- Challan for amount deposited towards EPF of employees (individual person's name) engaged by them during the period
- ECR showing employee wise details of contribution towards PF (both employer/employee's contribution)
- ECR showing addition / deletion of employees during the month

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

- [10] As per the Minimum Wages Act of Gujarat, 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 issued by Govt. of Gujarat.

- [11] The contractor 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 contractor will also be required to lodge FIR / Report with local authorities.
- [12] It is the responsibility of the contractor for proper supervision and control of personnel deployed by them. Contractor shall ensure that the 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, behaviour etc. by any of its personnel, the same shall be dealt with pro-actively by the contractor.
- [13] The contractor shall ensure that full strength of personnel is maintained at all time.
- [14] The contractor 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.
- [15] The employees deployed by contractor 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.
- [16] The contractor shall adhere to the rules framed by the company from time to time.
- [17] The price bid shall be considered only if the tender is qualified under prequalification bid. All decisions of the company in this regard shall be final.
- [18] 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.
- [19] On termination of the contract, the contractor 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 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 contractor at the premises of the company will be considered as trespass.

**ANNEXURE III****E. 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****F. 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	
30	<b>Contractor LIN Number</b>	

**ANNEXURE V**

**G. ADDITIONAL DETAILS OF VENDORS**

The following information to be furnished by the Contractor in the Pre-Qualification Bid.

1. Name of the Contractor :
  
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. No. of employees employed  
  
❖ Permanent  
❖ Temporary
  
7. List of existing customers dealing with for similar jobs along-with photo copies of un priced orders executed by the Contractor for similar jobs/light engineering fabrication job in last five years.

8. Annual turnover in the last 3 years ( **Copies of Balance Sheet /Bankers/Income tax Certificate to be attached as proof** ) -

- a) **2015-16** :
- b) **2016-17** :
- c) **2017-18** :

9. a) Contractor's EPF Code Number & Issuing Office address :
- b) Contractor's ESI Code Number :
- c) Contractor's Contract Labour Licence Number (If any) :
- d) Contractors GST Registration Number :
- e) Contractors PAN No. :

[Copies of above to be attached]

10. 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.

11. Maximum amount of a single largest contract executed by the Contractor during the last two years: (Enclose proof of contract executed)

12. a) Details about Bankers ( Name, Branch, Addresses with Telephone Nos.)
- b) Details of fund based and non fund based facilities enjoyed from each bank.
- c)Sanctioned Overdraft limit (Rs/ lacs )
- d)Working Capital Requirement –Minimum of Rs25 Lacs (Attach Documentary proof)

13. Details of latest Income Tax Assessment and Clearance (Please attach certificates) / PAN No.

14. EMD PARTICULARS :
- Demand Draft /Pay Order No. :
- Date :
- Drawn On :
- Amount :

Price bid		Annexure - VI				
S N	No. of Persons (Tentative)		Supervisor	Fitter/welder /Electrician/ fork lift operator	Semi Skilled	Unskilled
			5	5	5	35
			Skilled	Skilled	Semi Skilled	Unskilled
[A]	<b>Part [A]</b>					
1	MINIMUM WAGE as applicable for a month comprising of 26 days [Basic+Special allowance] [Applicable to Gujarat State]					
2	Allowance				NA	NA
3	PF 13 % on Sr. No 1					
4	ESIC/Employee Compensation [@ 4.75% on Sr.No.1]					
5	BONUS [8.33% of min wages or Rs.7000.00 whichever is higher]					
6	LEAVE WAGES [@5% on Sr.No.1]					
7	Gratuity @4.81% on Sr.No.1					
8	Salary/ wages for a month (Sum of 1 to 7)					
9	Service Charge percentage(%) on Sr. no. 8					
10	Service Charge Amount per month ( Sr No. 8 x Sr.No. 9 )					
11	Total Amount per month ( Sr. No. 8 + Sr. No.10 )					
12	Total Amount per person/annum ( Sr. No. 11 x 12 months)					
13	Total Amount per annum x number of persons engaged					
[B]	<b>Part [B] – Yearly</b>	<b>Qty</b>	<b>Rate/ea</b>	<b>Total Value (Rs.)</b>		
1	TEA ( 2 cup /day/person)	41000				
2	UNIFORM ( 2 sets/ year/person)	114				
3	SAFETY SHOES (1 Pair/Year/person)	57				
4	Snacks (Weight 150 gms per plate per person)	5000				
	<b>TOTAL [B]</b>					
[C]	<b>Grand total value [A+B]</b>					
	<b>CUMULATIVE TOTAL VALUE</b>					

**Instruction for bidders :-**

- **Bidder has to ensure that Minimum wages quoted in the price bid should not be less than the applicable Minimum Wages prescribed in the Minimum Wages Circular of Gujarat State attached as Annexure – XIII.**
- In the event of the bidders putting in the Basic + **Special Allowance** less than the prescribed Minimum Wages Circular as mentioned above, their bids will be cancelled and not considered for further evaluation.
- The successful bidder shall be reimbursed the amount based on the prevailing applicable minimum wages from time to time as per the revision by the Government Authority.
- Along with monthly payment leave wages shall be paid to contractor workers.
- The Statutory minimum Bonus as applicable shall be paid by the Contractor in terms of Payment of Bonus Act & Form A,B,C & D shall be maintained by the Contractor. Balmer Lawrie shall reimburse the Contractor the amount paid to the Contractor workers in terms of Payment of Bonus Act on submission of all statutory Forms & evidence of disbursement of statutory Bonus.
- An amount @ 4.81% of Basic Pay+ Special Allowances in terms of applicable Minimum Wages of Contractor workers shall be retained by the company towards payment of Gratuity. As & when applicable, the same shall be reimbursed to the Contractor for payment of Gratuity to his workers.

## NOTE :

- [1] L1 will be decided on Grand Total. In case there is a tie between two bidders in L1 position, the tender will be cancelled and refloated.
- [2] Uniform shall consist of T Shirt & Pant
- [3] Minimum Wages as declared by Govt. of Gujarat for the Schedule of employment as applicable to the factory shall be paid.
- [4] First Aid [OPD] expenses will be borne by the contractor.
- [5] Workmen compensation and Group Personal Accident Policy premium will be reimbursed by BL subject to verification & certification by Officer In Charge .
- [6] Overtime will be twice the rate of minimum wages on the actual hours worked in Overtime & ESI/Employee Compensation policy should cover the Overtime hours.

- [7] The following payments will be made on the basis of reimbursement on the submission of documentary evidence of actual cost / payment incurred by the Contractor. :-
- [a] Payment towards uniform, safety shoes to his employees. (one pair of Safety Shoes, 2 sets of uniforms to be provided per year per person).
  - [b] Statutory payments (EPF, ESI, WCI/Insurance).
  - [c] Bonus at the rate of 8.33% per annum or Rs.7000.00 whichever is higher.
  - [d] Leave wages as applicable as per Factory Act
  - [e] Gratuity, if applicable as per Act.
- [8] Cost of Two cups of tea per day per person would be reimbursed based on the attendance for the day.
- [9] Cost of snacks per employee for overtime working over and above normal shift working would be reimbursed based on the attendance for the day.
- [10] In case contractor to deploy his workmen on a weekly off he would provide Compensatory off in lieu of same, alternately he would deploy his other workmen who have a different day of the week as the weekly off.

Any liability pertaining towards contractor's worker men like PF, Bonus, Gratuity, Leave wages and welfare expenses before the commencement of this contract will be borne by the Contractor.

**ANNEXURE - VII**

**K. ADDRESS OF BALMER LAWRIE PLANT**

**Balmer Lawrie & Co. Ltd.,  
Industrial Packaging,  
Plot No. 727, Savli Industrial Estate,  
Vadodara – 391 775.**

**ANNEXURE- VIII****(To be provided by successful bidder only)  
Proforma of the Bank Guarantee  
(Security Deposit)**

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

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. ----- dated ----- (hereinafter referred as “the said Tender”) for “Providing Labour to our Vadodara 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****L. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
<b>4</b>	<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 Code</b>	<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****M. CONDITIONS FOR ONLINE BID SUBMISSION****Pre-Requisites Before Login to System (Software requirements.)****Minimum System Requirements:**

- Pentium III or Later Processor
  
- Minimum of 128 MB 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 2000 Professional
  
- Windows XP

**Browser Version:**

- Internet Explorer Versions 6.0 SP2 and above

**Java Component:**

- Go to Control panel>Add/Remove Programs>
  
- Check whether Java Runtime Environment 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 09163254290 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.CH.ManiSankar(Chennai),+91-8939284159Email– [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)
4. Mr.Partha Ghosh,Mob.0 08811093299Email – [partha.ghosh@c1india.com](mailto:partha.ghosh@c1india.com)
5. Ms. Ujwala Shimpi (Mumbai), Tel – (022) 66865608 Email – [ujwala.shimpi.c1india.com](mailto:ujwala.shimpi.c1india.com)

Or

**Balmer Lawrie's officials. Contact nos. and e.mail ID's**

- 1.Shri P B Pawar, Mob.9867290068 Land Line No.022 66258183 e.mail: [Pawar.pb@balmerlawrie.com](mailto:Pawar.pb@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 III) 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.

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.**

The bidder shall furnish the documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

**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.

## Annexure – XI

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

**Annexure – XII**

**O. BIDDER TO SUBMIT ON THEIR LETTER HEAD**

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS

AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.)

Dated .....

I/We, M/s .....,  
address....., hereby declare that I/We are  
registered as MSE supplier and have registered our Udyog Aadhar Memorandum  
(UAM) Number.....on Central Public Procurement Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above  
claim through CPPP.

Company Authorized Signatory  
(Seal & Stamp)

**P. ANNEXURE - XIII**

આક્રમ. નં. 579/ 2018 / 4-4393 132  
શ્રમ આયુક્તની કચેરી, ગુજરાત રાજ્ય,  
ઉધોગ ભવન, બ્લોક નં. ૧૧, ૧૨ અને ૧૪,  
બીજો માળ, સેક્ટર-૧૧, ગાંધીનગર,  
તા. 31-03-2018

પતિ,  
(૧) નાયબ શ્રમ આયુક્તશ્રી, અમદાવાદ, વડોદરા, સુરત, રાજકોટ  
(૨) મદદનીશ શ્રમ આયુક્તશ્રી (તમામ)  
(૩) સરકારી શ્રમ અધિકારીશ્રી (તમામ)

શ્રમ આયુક્ત,  
ગુજરાત રાજ્ય, ગાંધીનગર

લઘુત્તમ વેતન અધિનિયમ, ૧૯૪૮ હેઠળના ખાસ ભથ્થાની જાહેરાત.

લઘુત્તમ વેતન અધિનિયમ, ૧૯૪૮ હેઠળ સરકારશ્રીએ જે તે વ્યવસાય માટે નિયત કરેલ મૂળ પગારના દર ઉપરાંત જીવન નિર્વાહ આંક ઉપર આધારીત આપવાના ખાસ ભથ્થાના દૈનિક દર હવે તા. ૧-૦૪-૨૦૧૮ થી તા. ૩૦-૦૯-૨૦૧૮ સુધીના સમય માટે નીચે મુજબ રહેશે.

ક્રમ	અનુસૂચિત રોજગારી/વ્યવસાય	ખાસ ભથ્થાના દૈનિક દર (રૂ. પૈસા)
૧	૨	૩
૧	શીપ બ્રેકીંગ તથા સ્વીપીંગ અને કલીનીંગકામની રોજગારી (વ્યવસાય)	રૂ. ૪૧.૫૦ પૈસા
૨	હોટ ઉત્પાદન, જરી ઉધોગ, (અખાડેદાર સિવાય), રેડીમેડ ગારમેન્ટ અને દરજીકામનો વ્યવસાય, રેડીમેડ ગારમેન્ટમાં પીસ રેટથી કામ કરતા શ્રમયોગીઓ માટે, મીઠા ઉધોગ અને તમાકુ અને બીડી બનાવવાના કામ અંગેની રોજગારી (વ્યવસાય)	રૂ. ૧૨૩.૭૦ પૈસા
૩	અનુ. નં ૧, ૨ અને અગરબત્તી બનાવવાની રોજગારી સિવાયની દરેક રોજગારી (વ્યવસાય)	રૂ. ૩૬.૨૦ પૈસા

અનુ. નં ૧, ૨ અને ૩ ની સામે દર્શાવેલ વ્યવસાયમાં ઉપરોક્ત સમય દરમિયાનના ખાસ ભથ્થાના દૈનિક દર જાહેર કરવામાં આવે છે

નાયબ શ્રમ આયુક્ત  
અને લઘુત્તમ વેતન અધિનિયમ, ૧૯૪૮  
અન્વયેના સક્ષમ અધિકારી, ગાંધીનગર

રવાના કરવા પ્રમાણિત કર્યું.  
મદદનીશ શ્રમ આયુક્ત  
ગાંધીનગર

Special Allowance, birmcontractor

Q. Annexure – XIV

**INDEMNITY BOND**

This INDEMNITY made this                    day of                    2018 between .....  
(hereinafter referred to as the “Indemnifier”, which expression shall unless excluded  
by or repugnant to the context includes its executors, administrators, legal  
representatives and assigns ) of the ONE PART and..... (hereinafter  
referred to as “the Company” which expression shall unless excluded by or  
repugnant to the context includes its executors, administrators, legal representatives  
and permitted assigns) of the OTHER PART

WHEREAS

(Set out brief detail of Transaction/Tender/Agreement)

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the premises, we, the  
Indemnifier hereby agree and undertake to indemnify and keep indemnified the  
Company, its Directors/Employees against all actions, claims, costs, damages,  
proceedings, suits or any other consequences whatsoever which shall or may be  
brought or made against the Company and/or its Directors/Employees by anyone  
whomsoever or which the Company may pay, suffer or sustain due to non-  
compliance of terms and conditions of or representation therein by or on behalf of  
the Indemnifier

IN WITNESS WHEREOF THE abovenamed (Name of Indemnifier) has/ have executed  
these presents on the day, month and year first written above

Signed and delivered by the within named

.....  
.....

IN THE PRESENCE OF  
WITNESS:

Signature(s) of the Indemnifier(s)