



**बामर लॉरी एण्ड कं. लिमिटेड**  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)  
www.balmerlawrie.com

**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. 0100PE1465 dated 22.8.2019**

**Due date of Tender: 11.09.2019 at 15.30 hrs.  
Opening of Price Bid:11.09.2019 at 16.00 hrs.**

Online Two Bid e-Tender is invited for providing “Security Services to our Plant located at Survey No. 23/1/1, Khadoli, Silvassa (UT of Dadra & Nagar Haveli)” 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 AmbedkarPark,Chembur Mumbai-400 071</b>
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## 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, Vadodara and Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

### 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 Va – Format of Certificate of Successful bidder on completion
- I. Annexure Vb – Format of Indemnity Bond on completion of contract
- J. Annexure Vc – Format of Indemnity Bond to be given by the Successful bidder as part of accepting the contract.
- K. Annexures VI – Price Bid.
- L. Annexure VII – Addresses of Balmer Lawrie location
- M. Annexure VIII – Format of Bank Guarantee
- N. Annexure IX - Bank Details for SWIFT/RTGS Transfers
- O. Annexure X - Conditions for Online Bid submission
- P. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- Q. Annexure XII – CPPP Declaration
- R. Annexure XIII – Minimum Wages Notification
- S. Annexure XIV – Terms and conditions for making Online payment towards Earnest Money Deposit [EMD]
- T. Annexure XV – List of designated Officers responsible for releasing payment.
- U. Annexure XVI - Affidavit format for Statutory Compliance

### A. Instructions for bidders

1. Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited from experienced parties who meet the Pre-Qualification criteria for providing “Security Services”

as detailed in Scope of Service contained in Annexure II of this tender for our plant at Silvassa [D&NH].

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

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

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

5. Important points to be noted

- |   |
|---|
| 5.1 Due date for online bid submission 11.09.2019 at 15:30 hrs                |
| 5.2 Online Pre-Qualification / Technical Bid opening 11.09.2019 at 16:00 hrs. |

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

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

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

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

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

**This document is the Tender.**

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

6. Earnest Money Deposit(EMD) – As per Clause no. XV of this tender document "Terms and conditions for making Online payments towards Earnest Money Deposit [EMD]".

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. Late Bids**

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

**9. 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.

## 10. Bid Rejection Criteria

A bid may be rejected if

If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.

- If the bidder does not submit the required details as specified [Annexure- IV]
- The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- Conflict of interest between the bidder and the Company is detected at any stage.
- Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the 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.
- Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

## 11. 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*)

## 12. Opening of Price Bid

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

## 13. Complete Scope of Service

The complete scope of service 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.

## 14. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from scope of work, as given in the Tender Document-Annexure – I & II, would invite immediate dis-qualification from further consideration of the bid.**

## 15. 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.**

## 16. Preparation and submission of Tender Documents

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

### a. Pre-Qualification / Technical Bid

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

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

The lowest bidder will be decided on the Total Contract Value in Indian Rupee, for the requirement as mentioned in the scope of supply {all inclusive}. In case there is a tie between bidders at L1 position, these bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

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

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in words will be taken as authentic. **Price bid should be filled as per the online Price Bid format provided.**

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

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

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

SR NO.	Criteria	Documents need to submit
1	Minimum 10 years' experience in providing security services.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	No. of Security Personnel on your Rolls as on 1st April, 2019 should not be less than 500 personnel	Self-Certificate
3	Should have the following orders for providing Security Services in the last three years and should meet either of the following criteria: [a] 3 similar orders costing not less than the amount equal to Rs.15.00 lacs each OR [b] 2 similar orders costing not less than the amount equal to Rs.25.00 lacs each OR [c] 1 similar order costing not less than the amount equal to Rs.40.00 lacs	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria.
4	The security agency must have a valid Licence to engage in the business of Private Security Agency subject to PASARA Act. Or Registration from any other security Deployment Authority. From Commissioner of Police, of respective Area	Proof to be attached
5	Minimum average annual turnover of Rs.10.00 crores in the last three years (2015-16, 2016-17 & 2017-18)	Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies.
6	Statutory Licenses & documents: - a) P.F.No. under the provision of EPF Act and Misc. Provision Act, 1952* b) Copy of PAN No. in their Firm's Name c) Goods & Service Tax (GST) No.  *For Sr no a above – For PF - in addition to submission of Registration numbers, bidder has to submit the annual return for FY 18-19	Copy of valid documents confirming the criteria
7	Labour License No.	Copy of Certificate
8	Regular submission of GST Return to the Authority along with proof of submission of return for FY 18-19 (GSTR-1 &GSTR-3B)	Copy of GSTR-1, GSTR-3B
9	The bidder must have an valid Employee Compensation Insurance Policy	Valid Policy copy
10	24 Hours Control Room Facility	Self-Certificate
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.	Undertaking on Letterhead to be provided.

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12	The bidder does not have any pending claims/demands/attachment notices received from any statutory body/ banks etc for defaults.	Self-Declaration from bidder on company's letter head.
13	Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender	Affidavit from bidder as per attached format (Annexure: XVI)
14	Earnest money deposit INR 27,000.00	Online

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

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

**C. SPECIAL TERMS & CONDITIONS.****1. Earnest Money Deposit (EMD)/BID BOND**

Earnest Money Deposit {EMD} of Rs.27,000.00 (**Rs. Twenty Seven thousand Only**) is to be paid online as per Annexure –X in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Work order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

**EMD is liable to forfeiture in the event of:**

- Withdrawal of offers during validity period of the offer
- Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order
- Any unilateral revision made by the bidder during the validity period of the offer
- Non execution of the prescribed documents after acceptance of the contract
- Non submission of Security Deposit

**OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED EXCEPT FOR MSME/NSIC REGISTERED BIDDERS.**

- 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.
  - 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.
  - Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also 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 cancelled accordingly.

**2. Security Deposit (SD)**

Security Deposit amount of **5% of the basic order value for one year** to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 30 months** in BL's format (**Annexure VIII**) only. The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our**

**Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest.
- Security Deposit is liable for forfeiture, if –
  - Successful bidder fails to provide service as per tendered job during the contract period.
  - Successful bidder violates the tender condition,
  - Security Deposit will be refunded only after successful completion of the contract.
  - If the performance of the bidder is found to be unsatisfactory.
- The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder. **Payment of services rendered made will be released only after receipt of Security Deposit.**

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

3. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the 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

4. **Award Of Contract**

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

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

5. **Risk Purchase**

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

6. **Validity of the Contract**

The Contract if any awarded against this tender will be valid for **24 months [October, 2019 to September, 2021]**. The contract may be extended as mutually agreed for another period of one year at the existing terms and conditions subject to successful completion of the contract period. As per the Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T. 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.

7. **Negotiations**

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

In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

8. **Regulatory Mechanism**

Supply / deployment / engagement of security personnel shall be regulated in terms of Private Security Agencies (Regulations) Act, 2005 read with the Private Security Agencies Central Model Rule, 2006 and any other rules framed by the appropriate Governing authority under the Act. Relevant jobs are to be done by the respective Agencies within the legal parameters with

accountability to regulatory mechanism as provided in the said Act and Rules framed there under as per constitutional objective and in national security and interest.

9. **Employer – Employee relationship**

There will be no Employer and Employee relationship between Balmer Lawrie & Co. Ltd. and the guards/personnel so engaged by the Agency under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Agency to regulate any terms of employment with the engaged persons without any liability whatsoever to Balmer Lawrie & Co Ltd. The Security Guard personnel provided by the security contractor shall have no lien of claim in any manner on BL after their services are no more required by Balmer Lawrie & Co Ltd. or during their deployment. The Security personnel of the Agency shall not take part in any activity of Balmer Lawrie & Co Ltd Employees' Union/Association or any association/union of the Visitors/Vendors.

10. **Adherence to Labour Laws:**

The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications: -

- ✓ Factory Act 1948
- ✓ Contract Labour [Regulation & Abolitions] Act 1970
- ✓ Employees Provident Fund & Miscellaneous Provision Act. 1952
- ✓ Employees State Insurance Act. 1948 /Employees Compensation Act, 1923.
- ✓ Minimum Wages Act. 1948
- ✓ Payment of Wages Act. 1936
- ✓ Payment of Bonus Act. 1965
- ✓ Payment of Gratuity Act.
- ✓ Equal Remuneration Act, 1976
- ✓ Private Security Agencies (Regulation) Act 2005
- ✓ Child & Adolescence Labour (P&R) Act.
- ✓ Employment Exchanges Act, 1959
- ✓ Labour Welfare fund.
- ✓ Professional tax

All required Statutory Registers to be countersigned by Balmer Lawrie in charge on monthly basis and needs to be produced as and when required.

If the bidder is claiming exemption from furnishing returns and maintaining registers by certain establishment under act number 51 of 1988, then the bidder needs to produce all documents as mentioned in said notification.

- **Successful bidder should ensure that the personnel employed by them should be insured under Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) and premium amount payable will be reimbursed by Balmer Lawrie on producing the proof of premium paid.**

11. **Safety Measures :**

All guards deployed under this contract should compulsorily use/wear at all times on duty, required safety equipment, personal protective equipment to be provided by the Security Agency and follow all safety instructions written, verbal or implied. Company may disallow from the duty for the shift if any of the guards deployed fails to observe the safety guidelines/does not wear safety equipment, Company would have no liability for any loss or untoward incident arising out of such negligence and for such act the Contractor would be solely responsible to meet all fall-outs including legal and financial ones, if any. Suitable personal safety equipment for such purpose would be arranged by Contractor.

12. **Uniform:**

The Security Agency shall provide two sets of Uniform for each year to its security personnel at its own cost. The Agency shall ensure that while on duty each and every security personnel presents himself in proper uniform. The illustrative list of uniform (2 sets each year) to be provided is given below: -

- (a) An arm badge clearly distinguishing the Agency,

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- (b) Shoulder or chest badge to indicate his position in the organization,
- (c) Whistle attached to the whistle cord and to be kept in the left pocket,
- (d) Leather boots -Black (Army Pattern) with eyelet and laces,
- (e) Nylon Socks -Black/ steel grey
- (f) Woolen Barrette Cap-Blue/maroon
- (g) Web belt –Brown/ black
- (h) Shirt (Good Quality)
- (i) Trousers (cotton/terry cotton)
- (j) A headgear which is also to carry the distinguishing mark of the Agency.
- (k) Rain Coat & Gumboot (One Set Each Year)

The uniform items to be issued within 1 month of commencement of the contract. Rain Coat & gumboot to be issued in the month of May, before the onset of monsoon season.

The above list is illustrative only. However, the Agency should provide other articles like name badge, stick, batons, umbrella, torch light, search light, etc. at their own cost as customary for proper and efficient discharge of security duties. Record of distribution of uniform and accessories should be maintained by the bidder and shall be produced if required by Balmer Lawrie

**13. Conduct & Discipline:**

- (a) All the security personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- (b) Every security personnel shall behave well with the employees of Balmer Lawrie & Co Ltd., its clients, visitors and also with their own team members.
- (c) All employees shall be at work punctually at the time fixed and as notified to them. Late attendance and irregular attendance including early departure will not be entertained at any point of time.
- (d) If the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, Balmer Lawrie & Co Ltd will be at liberty to deduct the requisite amount on pro-rata basis from the bill of the agency besides imposition of penalty for non-observance of the terms of contract. The Agency should make good to any loss of property incurred by such acts of misconduct as per prevailing norms.
- (e) During the course of duty if any guard is found sick or develop, he shall be immediately withdrawn from duty.
- (f) If Balmer Lawrie & Co Ltd considers that the replacement of a particular security guard personnel deployed by the security agency is necessary for reasons to be recorded in writing by Balmer Lawrie & Co Ltd, this will be done by the Security Agency within 24 hours of receipt of written request from Balmer Lawrie & Co Ltd and Balmer Lawrie shall not be responsible or handle any grievance/dispute arising thereof.

**14. Antecedents etc of Security personnel:**

- (a) The agency will get their antecedents, character and conduct of individual security personnel to be deployed in Balmer Lawrie & Co Ltd verified by respective local police before deployment and shall produce the same to Balmer Lawrie & Co Ltd. In case of change of any worker, **payment of wages for that worker will be released only after submission of police verification.** The character / antecedent's verification of Security Guards to be deployed by the Agency will be got carried out by the Security Agency at their cost to the satisfaction of Balmer Lawrie & Co Ltd.
- (b) It is a pre-condition that while employing Security Personnel, the Agency shall take adequate care that no such person having criminal background is employed as Security Personnel. Persons dismissed from defence service and/or involved in or having previous record of anti-social activities should not be deployed in the Company's establishment. In case any adverse report is found against any security personnel deployed by the Agency, such personnel would immediately be removed.

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(c) The agency shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of Balmer Lawrie & Co Ltd. The security personnel shall abide by the provisions of law.

15. **Miscellaneous Expenses:** The agency shall provide and bear all the expenses incurred on the following as and when required:

- Agency have to ensure that the security officer/supervisor deployed in our premises must carry mobile phones while on duty.
- Provision of torches and cells to the security personnel on night patrol.
- Stationery for writing duty charts etc.

16. **Supervision:**

(a) The Supervisors/Security Officers, one in each shift who will supervise/coordinate the security arrangements throughout the company premises. The Supervisors/ Security Officers would be responsible for overall security arrangements and communicate immediately to competent authority any reportable incident/validated suspicion including safety hazards or infringements within or around the company premises that may compromise safety/security/interest of the company. A log book would be maintained for this purpose.

(b) The Director or Branch Manager or Area Manager or Authorised Representative of the Security Agency shall visit the unit at least once a week and personally supervise and review the service performance of its personnel posted by them and report to the authorised officials of the Company about the same and satisfy them. They will also carry out such routine inspections at night and keep the Company informed about details of such checks.

(c) During the weekly visit, Agency's representative will also meet the officer in charge/supervisor of security for mutual feedback regarding the work performed by the personnel deployed and for removal of deficiencies, if any, observed in their working. Such mutual feedback must be documented diligently. The Officer on behalf of BL or his authorized representative may review the work of the agency.

(d) The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit an attested photocopy of the attendance record and enclose the same with the monthly bill. Such attendance register shall be checked by the Inspector/Supervisor/Assistant Security Officer in charge of the security.

17. **Responsibility for Theft/Loss of Company's Property**

In case of any theft / loss/ pilferage of Company's property where security agencies have been engaged for guarding purpose, detailed enquiry will be conducted by the company. If negligence on the part of Security Personnel is found, the Agency shall have to accept the liability of loss assessed by Balmer Lawrie & Co Ltd. and it will be recovered from Contractor. The amount is to be deposited by way of Demand Draft in Company's account.

18. **Payment:**

Agency has to pay to the security personnel their monthly earnings/ salary by transferring to their individual bank account on or before 7<sup>th</sup> day of the succeeding month. **Payment shall be made within 7 (seven) days after disbursement of salary from the date of submission of certified bills of the preceding month.** Monthly bills along duty roaster duly certified by our Officer/Competent Authority, Wages bill, statutory dues bills of that month, proof of payment of that month into individual bank account, PF, if ESI is applicable and Labour Welfare Fund deposit to be provided for release of payment. Due to any reason if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. Company will pay minimum wages as revised from time to time.

- (a) Agency has to provide to the security personnel every month along with their pay slips, PF/Welfare Fund/ if ESI applicable amount deposits, proof in respect of individuals duly deposited before the authorities.
- (b) Previous month's PF /ESI (if ESI is applicable) challans or ECR showing remittance to accounts of those deployed to be submitted with bills. All those deployed to be covered under PF & if ESI is applicable. All the personnel of security agency must be covered under PF without any exception.
- (c) The Agency shall be required to provide a bank mandate in order to receive payments through electronic mode which is faster and hassle free. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it.
- (d) Proof of submission of Levy to Guard Board has to be submitted along with the invoice.
- (e) The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify Balmer Lawrie & Co Ltd against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in premises/facility.
- (f) The Security Agency shall ensure submission of monthly returns regarding payment of Provident Fund, Employees' State Insurances, Labour Welfare Fund etc and furnish proof of such contribution to BL along with payment particulars.
- (g) If the Security Agency fails to comply and effect payment to the Statutory / Competent authorities – PF & if ESI is applicable in respect of their employees deployed to work at BL, and/or fails to comply with the Statutory provisions /laws as applicable and/or fails to pay /implement Minimum wages as revised from time to time, then BL shall be at liberty to withhold payment of bill till the time necessary compliance is done. Furthermore, continuance of such non-compliance will entitle BL to terminate the contract without any notice/loss or encumbrance on the part of BL.

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

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

**TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently. Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.**

#### **19. Indemnity:**

The contractor shall indemnify the Company from all liabilities and responsibilities of all security personnel to be employed by the contractor at Company's premises including their necessary licence/permission etc. from competent authorities. The Company shall have no liability whatsoever concerning the persons/security staff deployed by the Agency for the purpose. The Agency shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of security staff by them during the entire run of the contract. In case the Security personnel deployed by the Agency resort to any litigation in any court for any reason or raise an Industrial Dispute, the security Agency shall be solely responsible towards the verdict of the court, at its own cost. The security Agency is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against BL and BL is entitled to deduct the sum from the pending or future bills of the security Agency.

- (a) Security guards / Security Supervisors/ Gunman/Fireman working beyond 8 Hrs per shift due to exigencies will have to be paid Over Time as per statutory provision. The successful bidder must ensure that Overtime be done only in terms of the provisions of applicable Factories Act 1948 & Rules & CLRA Act 1970.
- (b) In the event of stoppage of work due to any political or employees' agitations or for any other reasons, the security personnel shall continue to do their duties and no extra charges will be paid by the Company towards any extra effort for this work.
- (c) Normal Shift shall be 8 hours only.

21. **Parallel Contract and Risk & Cost:**

The Company reserve the right to award parallel Contract or award part of the work to other Agency (ies) in the event of failure of the Agency to perform the function of the Contract to the satisfaction of the Officer-In-Charge and the same will be at the risk and cost of the Agency.

22. **Termination of Contract:** The Company reserves the right to terminate the contract on the happening of any of the following. The list below is however only illustrative.

- (a) Company reserves the right to terminate the contract by giving three months' notice on the vendor and on other side vendor also may terminate the contract by serving three months' notice to BL. 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.
- (b) Upon termination of the contract or on expiry of the period of the contract, the Security Agency shall ensure prompt withdrawal of all their personnel/employees deployed by them from the Company's premises and shall ensure peaceful handover of the charge of security arrangements back to the Company or to such personnel/ organisation as may be directed by the Company. Any violation of this will be considered as a breach of trust/agreement and in such an eventuality BL will be entitled to stop all payments to the security agency. The Company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the Security Agency at the premises of the Company will be considered as trespass.
- (c) The Contract will be terminated if the Agency does not commence the work in the time and in the manner described in the Contract Documents or if the Officer-in-Charge notices/finds the occurrences of any one or more of the following events/contingencies :-
  - (i) Failure to carry out the work in conformity with the Contract documents or to comply with any of the terms of the Contract.
  - (ii) Failure to carry out the work in accordance with time schedule and/or fails to safeguard company's interest.
  - (iii) Due to continuous indiscipline and improper supervision on the part of the Agency.
  - (iv) If the Registration by the appropriate authority is cancelled or withdrawn.
  - (v) If the Agency abandons the work.
  - (vi) Distress execution of any other legal process being levied on or upon the Agency's "goods" "persons" and assets.
  - (vii) If the Agency or any person employed by the Agency, offers/accepts for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether in cash or kind) from/to any employee or agent of the Company.

- (viii) If, during the continuance of the contract, the Agency becomes bankrupt, make any arrangement with his creditors or permit any execution to be levied or goes into liquidation whether compulsory or voluntary including voluntary liquidation for the purpose of amalgamation or reconstruction.
- (ix) If the Company decides not to execute the work for any reason whatsoever, then in such case the Company shall have the right/power to terminate the Contract. No compensation shall be payable to the Agency in the event of such termination.
- (x) In the event of termination of the Contact, the Agency shall have to vacate the site/premises peacefully and remove the personnel deployed by the Agency within stipulated period as communicated to the Agency by the Company's officials.
- (xi) If the Agency fails to comply with any obligation as mentioned hereinbefore.
- (xii) If the Agency fails to follow the rules and regulations under Contract Labour (R&A) Act, 1970, Employees Provident Funds and Miscellaneous Provision Act, 1952, Minimum Wages Act, 1948, ESI Act (if applicable) and other applicable legislations etc. in respect of all its personnel deployed. Their contract may be terminated on immediate basis.

In the event of termination of the Contract for reason(s) aforesaid (except sub-clause (ix) & (x), the Company reserves the right to get the balance work executed through alternate source(s) at the risk and cost of the Agency and the Security Deposit of the Agency shall stand forfeited.

#### 23. GST:

All the tenderers should quote their rates excluding GST which shall be paid by Balmer Lawrie & Co Ltd. as per prevailing rate at the time of making the payment.

#### 24. Acceptance/Rejection of Contract:

The Company reserves the right to accept the full or part of tender or reject any/or all tenders for the concerned job without assigning any reasons thereof. BL also reserves the right to reject any bid which in its opinion is nonresponsive or violating any of the conditions/specifications without any liability or any loss whatsoever it may cause to the bidder in the process.

#### 25. Annual Leave:

The agency has to allow his security personnel deployed at our premises 1 paid leave against 20 working days and national holidays (3 national holidays-26th January , 1st May & 15th August). Annual Leave with wages shall be disbursed at least annually before Diwali and before the end of the contract. Related documents/records to be submitted to Balmer Lawrie.

### **D. GENERAL TERMS AND CONDITIONS**

#### **1. Introduction**

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

#### **2. Scope of Service**

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

#### **3. Reference for Documentation**

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

**4. Confirmation of Order**

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

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

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

**6. Rejection of Bids**

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

**7. Delays**

**7.1 Delay in Bidding**

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

**7.2 Delay in Execution/Deputation**

The bidder shall depute the necessary manpower as mentioned in the scope of work within the stipulated date and execute as per the validity of the contract. Delays in deputation/non execution of contract will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 5.

**8. Delay due to Force Majeure**

In the event of causes of force Majeure occurring within the agreed deputation/execution time, the validity dates can be extended by the tenderer on receipt of application from the bidder within stipulated deputation/execution 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 contract for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control

**9. Sub-Contracts**

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

**10. HSE Clause**

**1. Housekeeping –**

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

**2. Confined Space-**

Before commencing Work in a confined space, the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed

As minimum Contractors must ensure the following:

- Confined spaces are kept identified and marked by a sign near the entrance(s).
- Adequate ventilation is provided
- Adequate emergency provisions are in place
- Appropriate air monitoring is performed to ensure oxygen is above 20%.
- Persons are provided with Confined Space training.

- All necessary equipment and support personnel required to enter a Confined Space is provided

3. Tools, Equipment & Machinery-

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- suitable for its intended use;
- 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);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

4. Working at Height-

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height, the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work. People working at height must have "Medically Fit" certificate from the Authority.

5. Fall Prevention System –

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

6. Fall Protection Systems-

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

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

7. Scaffolding –

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

8. Stairways and Ladders-

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- Fabricated ladders are prohibited.
- Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- Ladders will be lowered and securely stored at the end of each workday.
- Ladders shall be maintained free of oil, grease and other slipping hazards
- 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.
- Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service & removed from the Site by end of the day.

9. Lifting Operations –

- Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.
- Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

10. 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.

11. 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 barrier 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.

12. 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.

13. Electrical Safety-

Prior to undertaking any work on live electrical equipment, the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- 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.
- Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.

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

14. 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.

15. Trenching Excavating, Drilling and Concreting

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

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

#### 16.Environmental Requirements –

**Waste Management:** The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

**Spills:** The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

**Emissions:** The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emissions shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

#### 17. Drug Free Workplace

All Successful bidder 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. Successful bidder'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 Successful bidder employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Successful bidder (including, but not limited to , unpaid suspension and termination). In addition, Successful bidder is required to report such activities to BL authorities immediately on detection of such event.

#### 18. Alcohol Free Workplace

Successful bidder employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Successful bidder 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 Successful bidder.

#### 19. Smoke Free Workplace

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.

### **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 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.

#### **COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:**

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of **Rs 5,000/- shall** be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

#### **11. Control Regulations**

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

#### **12. 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

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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***

### **13. Contract Labour Regulations**

- ❖ The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970 as may be applicable. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
- ❖ The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
- ❖ The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.

- ❖ A copy of the above wage cum muster register has to be submitted along with each months bill. Payment will not be made till the Contractor submits the aforesaid register.

The Contractor will retain the original wage cum muster register with their Manager at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.

- ❖ Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

### **14. Payment of Minimum Wages**

- a) The Contractor will pay minimum wages as prescribed by by Administration of UT of Dadra & Nagar Haveli from time to time.
- b) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

### **15. 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.

### **16. Payment Of Bonus**

The Contractor shall be liable to pay the applicable minimum bonus mandatorily as prescribed under Payment of Bonus Act, 1965 to eligible personnel. Bonus should be disbursed before Diwali before the close of the contract. Relevant registers & returns to be submitted on time and shared with Balmer Lawrie

**17. Safety & Welfare**

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

**18. 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 Union Territory of Dadar & Nagar Haveli 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. However, during the contract tenure if ESI Act, 1948 becomes applicable in the area where plant is located, the contractor has to get registered with ESIC and ESI payments must be submitted by the contractor with the authorities within the stipulated date every month.

**19. Gratuity**

The contractor may take Gratuity Insurance for the Security Personnel engaged in Balmer Lawrie as per relevant statutes out of his own resources. Gratuity is payable on reimbursement basis of insurance premium or on prorates amount for period served by the employee against actual resignation/retirement if applicable.

**20. 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).

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).

**21. Terminal Payment To Personnel Engaged by the Contractor**

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

**22. Confidentiality / Secrecy**

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

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

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

**E. SCOPE OF SERVICE**

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

As per the present estimate our current requirement per day in rotating 3 shifts is as follows:-

Sl.No.	Manpower category	Shift G [9.00 am to 5.00 pm]	Shift 1 [6.00 am to 2.00 pm]	Shift 2 [2.00 pm to 10.00 pm]	Shift 3 [10.00 pm to 6.00 am]	Total
1	Security Guard	1	3	3	3	10
2	Security Supervisor	0	1	1	1	3
3	Security Guard Gun Man	0	0	0	1	1
4	Fire Man	0	1	1	1	3
						17

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

**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 within 15 days of deployment.**

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

**The Fire man should be well trained / conversant in fire fighting operations, first aid and rescue operations having a valid certificate from a recognized agency. Fireman will be responsible for maintaining and operating our fire fighting system. They will be also responsible for maintaining fire hydrant system.**

**The supervisors should be competent to take charge and enforce discipline among security guards. The successful security agency will be required to submit a copy of such certificate to the Company.**

**The Security Guard Gun Man should have a valid licence.**

- 4] Personnel to be deployed are necessarily required to be well trained/experienced in all respects to perform security services effectively such as safety/frisking/checking of vehicles/identifying hidden weapons and also related emergency services such as fire/flood/electrical, etc to protect the property and employees/visitors in the company premises.
- 5] The security agency will be responsible to provide trained and experienced personnel and/or trained civilian guards who are trained in security and fire safety services and first aid as

required by the company. The certificates from a recognised training institute to be submitted on deputation.

6] The age of Security Supervisor should be between 50-55 years which may be relaxed in case of Ex- Serviceman as per the discretion of the management and for Security guards/Gunman/Fireman in the age group between 25 – 40 years considering the nature of jobs required at our factory premises.

7] Bidders must have experience in the following security activities. (Credentials to be attached.)

(a) Guarding of the yard and Office premises by deploying security personnel round the clock in a year as per the terms of the NIT/Tender document.

(b) To patrol and protect the entire plant & buildings, all properties and materials, stored material in the yard, all fencings / boundary walls and such other facilities as determined by the Officer-in-charge of the company.

(c) Checking/controlling/searching/frisking of employees/ visitors/vendors/staff engaged by various contractors as per policy of the Company during entry/exit of the premises, yard/ office building as and when required/as per instruction of the Officer-in-Charge/his authorized representative.

Vehicle Search manually should be done.

(d) Checking of identity cards/Gate passes of employees/outside visitors moving in and out of the company's premises and to maintain records thereof.

(e) Traffic Management in and around yard premises, vehicle parking and their control & to maintain records thereof.

(f) Material Movement –Checking of documents like Challan / Gate Pass of Incoming & Outgoing materials /vehicles on authorized gate pass or letters and keeping records of the same.

(g) Attending telephone at gate after Office Hours/Sundays /Holidays and passing important messages on to the concerned staff on the very next day.

(h) Operate and Monitoring of CCTV & Over all control of the Security System including operating the Visitors' Book of records and issue of printed I-Cards to visitors/contract labour etc after entering the requisite details in the Computer provided in the gates (under VMS) and walkie talkie communication.

(i) The Agency shall deploy trained Security personnel during each shift who in addition to their regular duties should be able to handle and operate all fire extinguishing equipment's and firefighting arrangements to combat fire hazards.

(j) The Security Agency shall ensure that full strength of personnel is maintained at all points in time. All personnel engaged should have adequate training in first aid service and should make themselves available to meet any emergency service at any point of time.

(k) First Aid / Medical: Basic medical assistance in the form of medicines and First Aid shall be provided by BL.

(l) The Security Agency shall adhere to the rules framed by the Company from time to time.

(m) In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve and provide the same under intimation to BL. No security personnel will be allowed on duty beyond one shift in normal course. In case if the personnel is made to do duties for more than one shift on continuous & regular basis, BL will not make any additional payment.

- (n) The Security Agency shall be responsible for dealing with the grievances of its employees to ensure their speedy redressal. All union related matters connected with its employees shall be wholly and exclusively be dealt the contracting agency themselves. It shall be the responsibility of the Security Agency to ensure that such issues do not affect the performance of its employees nor shall in any way be an impediment in effective discharge of duties by the security personnel in the yard.
- 8] The Contractor will take care of all the Local and Statutory Compliances/issues and will be solely responsible to solve and tackle all local related issues.
- 9] The security personnel posted at our locations are to have a good physique and should be free from any contagious and infectious diseases. The Medical certificate should be available on demand for each and every security personnel provided by the agency. The Medical certificate should be submitted for each and every security personnel provided by the agency at the time of deputation. 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:

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

**Statutory Health register is to be maintained by the successful bidder. Cost for the above tests shall be borne by the bidder. Health Check up as per relevant statutes would also be arranged by the bidder in duration as mentioned on those statutes.**

Qualifications and experience of personnel of those deployed are required to possess minimum qualification and experience as given below to meet the terms of contract and to ensure efficient discharge of the functions / duties :-

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

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

- 10] The successful security agency fulfilling all the eligibility criteria and also the general conditions in the tendering process will take charge of the security services on receipt of confirmation.
- 11] We shall be at liberty to check / verify monthly pay sheets / records of the agency to ensure that agency is paying as per Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T. and all statutory obligations are complied with.
- 12] The Security services required are for 24 hours and 7 days in a week on 8 hours per shift basis. The security agency should ensure manning of all posts, shifts and maintaining

- services at all times. The need of reliever, if any, shall be taken care of by the security agency.
- 13] The company shall not provide any Housing / Residential accommodation including canteen facility to the security personnel deployed by the security agency and the company shall not bear / reimburse any expenses in connection with the same.
- 14] The company will have privacy of contract with the security agency and will give instructions to them only and will have nothing to do with the guards/supervisors or conditions governing their employment with the security agency.
- 15] The company will pay the monthly security service charges within 7 days of submission of the bill by the security agency. Notwithstanding the above, the agency will be required to make payment of wages to their staff engaged in our premises within the stipulated due dates prescribed by the statute and submit documentary evidence alongwith the bill.
- 16] As a prime requirement, the security agency shall have a responsible person who will be authorized to take spot decision and also accessible since security services being sensitive in nature. The address, name of contract person with phone/mobile should be clearly mentioned.
- 17] The security agency will be required to abide by all statutory compliances at Silvassa and rules framed there under and / or any notification on the subject. The security services shall be effecting payment to the security guards, Fireman and supervisors wages / salary per month which shall be as per Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T
- 18) The security agency should submit all applicable statutory returns and provide proof thereof to the Company exclusively for the Unit. Agency must have all the applicable Statutory Registrations / Licence like Contract Labour Act, GSTN, PF, Employees Compensation Act, and other Labour Laws **(Attach Proofs with the Quotation)**.
- 19) The successful security agency shall ensure that their employees deployed by them at our plant, being so entitled in that behalf, are covered under EPF, ESI (if ESI is applicable) or WCI in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 ("the PF 1952 Act") and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF 1952 Act and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, failing which Balmer Lawrie & Co Ltd (BLC) shall deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the Security agency, from the consideration payable by BLC to the successful security agency as per prevailing rules. The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC shall further be entitled to deduct clerical charges at the rate of Rs.1000.00 - on each such occasion from the bills of the successful security agency.

The parties hereto expressly declare that the existing rate of contributions to the employees provident fund by employer (the security agency) and the employees is 12% respectively of the total wages plus administrative charges of 1% thereon to be borne by the security agency in its capacity as "employer"

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

- Challans for amount deposited towards EPF of employees (individual person's name) engaged by them during the period
- Form 12 showing employee wise details of contribution towards PF (both employer/employee's contribution)
- Form 5 and Form 10 showing addition / deletion of employees during the month
- Form 3A & Form 6A prescribed for employee-wise annual return of PF contribution would also have to be submitted at the end of the year.
- Proof of Employee Compensation Insurance Policy meant on account of all contractor's personnel deployed at our premises to be submitted with the first month bill.

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

- 20) As per the Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T the basic wages are subject to revision from time to time within the contract period. The rates shown in the Price Bid are the current rates. The same will be revised on receipt of Circular.
- 21) The security agency shall be responsible for theft / pilferage / damage of the Company's material, property or any other incident involving security. The agency shall inform the authorized personnel of the Company immediately of any untoward happening and also submit a detailed report and do the necessary follow-up. The agency will also be required to lodge FIR / Report with local authorities.
- 22) The security agency shall ensure that the security personnel are in proper uniform, and provided with raincoats, boots, gum boots, whistles, batons etc.
- 23) It is the responsibility of the security agency for proper supervision and control of personnel deployed by them. Security agency shall ensure that the security personnel are disciplined, sober and shall not in any manner cause any nuisance, interference, annoyance to the company, its business or work of its officers, employees, workmen, customers etc. In case of unsatisfactory conduct, behavior etc. by any of its personnel, the same shall be dealt with pro-actively by the agency.
- 24) The security agency will do proper manning of the gates to ensure that no unauthorized person enters the premises and persons with valid gate pass are only allowed. They will make entry in the "Gate in Register" of all vehicles entering the premises, physically verify that empty vehicles leaving the premises are not carrying unauthorized goods. They should do proper noting in the "Gate out Register" giving details of the vehicle leaving the premises.
- 25) The security agency shall ensure that full strength of personnel is maintained at all points, all personnel engaged should have adequate training in fire fighting and first aid services and should make themselves available to meet any emergency service at any point of time
- 26) In order to avoid creation of vested interest, there should be a rotation policy for the deputed security guards. Every 6 months guards have to be rotated which will be jointly discussed between the management and the security agency
- 27) The Director or Branch Manager or Area Manager or authorized representative of the security agency must visit the Unit at least once a week and personally supervise the personnel posted by agency and report to the authorized officials of the company about the same and satisfy them. They will also carry out surprise night checks in a routine manner and keep the company informed about details of such checks
- 28) The Director or Branch Manager or Area Manager or authorized representative of the security agency must visit the Unit at least once a week and personally supervise the personnel posted by agency and report to the authorized officials of the company about the same and satisfy them. They will also carry out surprise night checks in a routine manner and keep the company informed about details of such checks
- 29) The security agency will indemnify the company, its officers, employees and workmen against any loss or damage to property or otherwise by reason of any act or omission on the part of the personnel deployed by it and shall make good such loss or damage
- 30) The guards or any person deployed by security agency shall not under any circumstances be treated or claimed to be treated as an employee or servant of the company and shall not have any claim of any nature whatsoever on the company

- 31) The security agency shall adhere to the rules framed by the company from time to time
  
- 32) On termination of the contract, the security agency shall ensure prompt withdrawal of their personnel / employees deployed by them from the company's premises and shall ensure peaceful hand over of the charge of security arrangements back to the company or to such personnel / organization as directed by Company. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the security agency at the premises of the company will be considered as trespass.
  
- 33) The successful bidder shall submit copies of appointment letter duly received by the Contractor's employees within 30 days of issuance of Work Order.**
  
- 34) The successful bidder shall submit the Employment card as per CLRA Act within 30 days of issuance of Work Order**

The above list is only illustrative. The Officer-in-Charge shall in consultation with the Agency can reduce or expand the scope of the duties & responsibilities without any additional liability on the part of BL.

**ANNEXURE – III**

**F. 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] The Successful bidder has to ensure filing of timely and accurate GST Returns, as per the GST Rules against the contract awarded. In case the successful bidder is found to be non – compliant in filing of GST Returns at any point of time during the tenure of the contract, BL reserves the right to recover the defaulted GST amount paid to the successful bidder from Security Deposit / outstanding payments. BL at its discretion may also decide on termination of the contract, without any notice period, in case of such default being detected.
- [8] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment,/ black listing the vendor/debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

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

**G. DETAILS OF VENDOR**

**ANNEXURE-IV**

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

**ANNEXURE V(a)**

**Certificate to be given by the outgoing Contractor/Agency before his last month bill & final settlement is released by BL.**

[To be submitted on Company letter head with date and stamp]

CERTIFICATE OF CONTRACTOR COMPLIANCE

I, -----\_the undersigned, resident of \_\_\_\_\_, authorized representative of -----  
-----\_(Successful bidder) appointed by Balmer Lawrie & Co. Ltd. having its Main Office at  
\_\_\_\_\_ for providing \_\_\_\_\_ services to the company at their Factory/Unit /Project  
site \_\_\_\_\_located at \_\_\_\_\_ vide contract/ agreement -----dated --/ --/---- , do  
hereby confirm that to the best of my /our knowledge and information gathered from records , as on  
date of this certificate , there is no default / contravention committed by the successful bidder during  
the discharge of contractual obligations and relating to the services by the successful bidder under  
any of the Act/ statutes/ enactments or rule regulation , guidelines, order or notifications including but  
not limited to laws relating to fire ,environment , health and safety etc. , as may be applicable from  
time to time ,non-compliance of which may entail civil and criminal liabilities against the company  
/factory/unit/Project during the tenure of the said contract/agreement .

I further undertake and confirm that -----(successful bidder) on whose behalf I am acting as  
authorised representative ,shall be solely held accountable/ responsible for any of the violation of  
aforesaid statutes /enactments ,rules, regulations etc. during the currency of the said  
contract/agreement.

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_  
For the month : \_\_\_\_\_

**ANNEXURE V(b)**

**Indemnity Bond to be given by the outgoing Contractor/Agency before his last month bill & final settlement is released by BL'**

(To be submitted by Successful bidder)  
(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/-)

**INDEMNITY BOND**

I, ....., Designation ..... of M/s. .... Address -  
..... Hereby declare and certify that we have employed workmen  
in connection with the Executing of the contract job awarded to us vide work order No.  
..... dated ..... For Work of ..... At.  
..... And all the successful bidder's labours have been  
fully paid their dues of wages, allowances, compensation and any other amount due to them under  
Minimum Wages Act, Payment of Wages act, Workmen's Compensation Act, Payment of Bonus Act  
or any other relevant acts and rules made their under of the Central or State Govt. of the time being  
in force and / or under any bipartite / tripartite agreement or any award of any Labour Court or  
Tribunal or Arbitration, as the case may be and further declares that no dispute as to the wages,  
compensation, bonus or any allowance is pending in respect of any workman employed by us. The  
work awarded was commenced on \_\_\_\_\_ and/or completed on \_\_\_\_\_ or likely to be  
completed by \_\_\_\_\_. We further declare that we have fulfilled and discharged all the  
obligations under Contract Labour (Regulation and Abolition) Act, the Inter-state Migrant Workman  
(Regulation of Employment and Conditions of Service Act), Employees Provident Fund and Misc.  
Provisions Act and other relevant acts and rules of the Central and the State Govt. for the time being  
in force.

1. We have deposited the Provident Fund contribution in respect of all the employees under  
the Employees Provident Fund and Misc. Provision Act 1962, the P.F. contribution  
administrative and other charges have been deposited in P.F. code No.  
.....
2. We have deposited the contribution in respect of all the employees cover under the  
Employees State Insurance Act, 1948 in ESI Code No. .... OR workmen  
compensation act Policy No. .... Date ..... (if ESI is applicable)

Further, we undertake to indemnify Balmer Lawrie & Co. Ltd. in respect of any loss, claim, damage,  
compensation or expenses that may become payable in future on Balmer Lawrie & Co. Ltd. or  
incurred on account on nonpayment of any dues or claim of any workman employed by us directly or

though sub-petty successful bidders for non-fulfillment of any by laws of the Central or State Govt. or  
Local Authority or any other statutory body as the case may be.

Place : .....

Date : .....

WITNESS

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Signature of Authorised Representative of

M/s. ....

Name : .....

Designation: .....

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

**ANNEXURE V(c)**

**Indemnity Bond to be given by the successful bidder at the time of awarding of contract. This should be made part of tender document.**

**INDEMNITY BOND**

(To be submitted by Successful bidder)

(To be executed and notarized on Non Judicial Stamp Paper of Rs.100/-)

This DEED OF INDEMNITY is made on the \_\_\_\_ day of \_\_\_\_\_ between M/s.

\_\_\_\_\_

\_\_\_\_\_

(Hereinafter called 'The Successful bidder' of the per part) and the Balmer Lawrie & Co. Ltd. (hereinafter called ' Balmer Lawrie' of the other part).

That the Balmer Lawrie has awarded work of

\_\_\_\_\_ vide work order No.

\_\_\_\_\_ Dated \_\_\_\_\_ and the successful bidder has signed the terms and conditions including the GENERAL CONDITIONS of the agreement agreed between successful bidder and the Balmer Lawrie on dated \_\_\_\_\_. This document is part and partial of the above referred agreement.

As per the terms and conditions relating to the compliance of various LABOUR LAWS for the contracting period in the above referred work order. The SUCCESSFUL BIDDER has agreed to comply with the provisions of all the LABOUR LAWS applicable from time to time and/or his sub-successful bidders including his workers or any other nature of workers engaged with or without the consent of the Balmer Lawrie.

The Per Party i.e. the SUCCESSFUL BIDDER moved by the sentiments of justice and humanity as well as by the desire to secure the permanent peace and tranquility in and amongst the labour community, AGREE and UNDERTAKE to following :-

1. I hereby expressly undertake to bound by all the provisions of the Contract Labour ( Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and abolition) Rules,1972, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.
2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.

3. I Further Undertake to Comply With The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.
4. I further undertake to furnish the details as and when required in the prescribed format as decided by the Balmer Lawrie in case of any accidents which may result into man-days/man-hour loss including fatal accidents.
5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the Balmer Lawrie and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake to indemnify the Balmer Lawrie from all the litigations/ disputes/ claims accrued out of this from the commencement to the completion of the successful bidder. I also undertake abide by all the status/rules/regulations of any statutory body.
7. In case I fail to provide any amenity / benefits required to be provided under any labour laws applicable to the company or the successful bidder from time to time, I accept any kind of financial liability like fine, penalty, imposition of damages for non compliance of the provisions of the acts and if I fail to do so, the company, being a principal employer shall be at liberty to deduct the amount from the bill amount.
8. I further declare that as per the articles of the Associations of our Company / Partnership Deed/ Proprietary Documents, I am authorized to furnish this undertaking and the Successful bidder shall be bound by the stipulations herein contained and so will be the Sub-successful bidder(s).
9. This Indemnity Bond / Agreement is Subject to Silvassa Jurisdiction only.

Place:

Date:    /    /

Witness:

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
(For, Principal Employer)

**ANNEXURE VI**

**K. PRICE BID – to be filled by BIDDER --**

**Price bid format for entering into an agreement/contract for providing security service to our Plant located at Survey No. 23/1/1, Khadoli, Silvassa (UT of Dadra & Nagar Haveli)”**

CODE	PARTICULARS/DESCRIPTION	Security Guard (Category- Unskilled)	Security Supervisor (Category- Semi-Skilled)	Security Guard Gunman (Category – Skilled)	Fireman (Category- Skilled)
		(per person per month)	(per person per month)	(per person per month)	(per person per month)
	<b>No. of Security Personnel</b>	<b>10</b>	<b>3</b>	<b>1</b>	<b>3</b>
B	Basic wages (Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T) for 26 days				
V	Special Allowance (Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T) for 26 days				
W	<b>Sub Total -1 (B+V)</b>				
H	HRA Allowance (fixed value to be quoted by Vendor)				
A	<b>Sub Total -2 (W+H)</b>				
P	PF @13% on W(Amt) (Rs)				
B	BONUS @8.33% on W				
AL	Annual Leave with Wage @5% on W				
UA	Uniform Allowance @ 3% on W (on reimbursement basis)				
G	Gratuity @ 4.81% on W (on reimbursement basis)				
Z	<b>Sub total – 3 (A+ P+ B+ AL+ UA+ G)</b>				
SC	Service Charges [value to be quoted by Vendor)				
R	Relieving Charges @ 16.67% of W				
GT	<b>Grand total (Z+SC+R) per months</b>				
	<b>Total Amount per person for 24 months</b>				
	<b>Total Amount for 24 months x quantity required</b>				
	<b>Cumulative Total Contract Value</b>				

**Instruction for bidders: -**

**Bidder has to ensure that Minimum wages quoted in the price bid should not be less than the Minimum Wages prescribed in the Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T as Annexure – XIII.**

- In the event of the bidders putting in the Basic + DA 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 minimum wages from time to time as per the revision by the Government Authority.
- Bonus has been considered in the structure on monthly basis. However, please note that it would be paid on an annual basis on submission of bills along with attendance details for the period which is considered. The bill should be submitted before the Diwali festival.

**ANNEXURE - VII**

**L. ADDRESS OF BALMER LAWRIE PLANT**

**Balmer Lawrie & Co. Ltd.,  
Survey No. 23/1/1, Khadoli,  
Silvassa (UT of Dadra & Nagar Haveli**

**ANNEXURE- VIII**

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

**M. Format 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 to as “the said Tender”) for the providing “Security Services to our Silvassa 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 all 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**

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

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. <b>NEFT/RTGS IFSC</b> Code	<b>SCBL0036046</b>
	H. 9-digit MICR code appearing on the cheque book	400036002
	I. <b>SWIFT CODE</b>	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	Vendor's e mail id	

**ANNEXURE-X**

**O. CONDITIONS FOR ONLINE BID SUBMISSION**

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

**Minimum System Requirements:**

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

**Operating System:**

- Windows 7,8,10

**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

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

**Procedure for Bid Submission**

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

**Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Ujwala Shimpi (022) 66865608 email: [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com) (Mumbai/ Monday-Friday)
2. Mr. Tirtha Das , Mob: 9163254290 , email id [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com) (Kolkata/ Monday – Friday)
3. Mr. CH Mani Shankar 6374241783 email: [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com) (Chennai/ Monday-Satday)
4. Helpdesk Support (Kolkata) Email : [blsupport@c1india.com](mailto:blsupport@c1india.com) (Monday-Saturday) 8017272644

Escalation Level:

Mr. Tuhin Ghosh, Mob: 8981165071

Email: [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)

Or

**Balmer Lawrie's officials.**

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

1. Shri Tushar Ingale (Mob.9769015541 Land Line No.022 66258209)  
e.mail: [ingale.td@balmerlawrie.com](mailto:ingale.td@balmerlawrie.com)
2. Shri Sourish Chatterjee (Mob :9619679987)  
e.mail:[chatterjee.sourish@balmerlawrie.com](mailto:chatterjee.sourish@balmerlawrie.com)
3. Shri PN Angira (Mob : 8511149833)

**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.

**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.

**Submission of Hard copies:**

**After submission of bid and EMD online, the bidders are requested to submit other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.** The bidder shall furnish the other documents if any 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, forfeiture of the EMD, cancellation of work and criminal prosecution.

**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**

**P. 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:**

- f Legal compliance**
  - o to comply with the laws of the applicable legal system(s).
- f Prohibition of corruption and bribery**
  - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- f Respect for the basic human rights of employees**
  - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
  - o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
  - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
  - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - o to comply with the maximum number of working hours laid down in the applicable laws;
  - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- f Prohibition of child labor**
  - o to employ no workers under the age of 18;
- f Health and safety of employees**
  - o to take responsibility for the health and safety of its employees;
  - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - o to provide training and ensure that employees are educated in health and safety issues;
  - o to set up or use a reasonable occupational health & safety management system;
- f Environmental protection**
  - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - o to minimize environmental pollution and make continuous improvements in environmental protection;
  - o to set up or use a reasonable environmental management system;
- f Supply chain**
  - o to use reasonable efforts to promote among its supplier's compliance with this Code of Conduct;
  - o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

**Annexure – XII**

**Q. CPPP Declaration**

**BIDDER TO SUBMIT ON THEIR LETTER PAD**

(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.

I/We hereby also declare the following :-

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietor is a female – Yes / No [Kindly tick the appropriate category].

Company Authorized Signatory  
(Seal & Stamp)

Annexure – XIII

**R. MINIMUM WAGES NOTIFICATION**

Administration of  
Dadra and Nagar Haveli, U.T.  
Labour Department  
Silvassa

No. LEO/MWA/SA/565/2018

Date: 09/05/2018

**DECLARATION OF SPECIAL ALLOWANCE UNDER  
THE MINIMUM WAGES ACT, 1948**

In addition to the Basic Pay fixed by the Administration of D&NH in respect of scheduled employments under the Minimum Wages Act, 1948 vide Notification No. LEO/MW/DNH/1091/2015 dated 18/08/2015, the daily rate of special allowance payable on the basis of cost of living index number is hereby increased at the rate of **Rs. 6.60/-** for a period from **01/04/2018 to 30/09/2018**. Hence, considering the earlier daily rate of special allowance, the total rate of daily special allowance, payable is as under

Sr. No	Scheduled Employments	Daily rate of Special Allowance
1.	Every employment in the schedule to the Minimum Wages Act, 1948 [ as specified in Notification dated 18/08/2015]	Rs. 26.10/-

Thus, the minimum rates of wages payable in respect of scheduled employment under the Minimum Wages Act, 1948 in the U.T. of Dadra and Nagar Haveli are as under:-

	Minimum rates of wages payable per day for the period of 01/04/2018 to 30/09/2018		
	Basic Pay	Special Allowance	Total
Skilled	284.00	26.10	310.10
Semi Skilled	276.00	26.10	302.10
Unskilled	268.00	26.10	294.10

- Note** (1) For monthly wages Multiply with 26 days.  
(2) The effective date of this order is 01/04/2018.

**Instruction:-**

" if the wages already paid are higher, the same should be continued."

**N.B. The industrial establishments/employers shall invariably ensure that they pay arrears to their employees/workers w.e.f. 01/04/2018.**

By Order and in the name of  
Administrator Daman and Diu &  
Dadra and Nagar Haveli

(Nilesh Ganes) *Signature*  
Deputy Secretary (Labour)

**Annexure –XIV**

**S. Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)**

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of **Balmer Lawrie & Co. Ltd.**, hereinafter referred to as “**Merchant**”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“**Service**”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://eproc.balmerlawrie.in> (“Website”). Each User is therefore deemed to have read and accepted these Terms and Conditions.

**A. Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

**B. General Terms and Conditions For E-Payment**

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

- i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

**C. Limitation of Liability**

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

- (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
- (ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

**D. Miscellaneous Conditions:**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting

these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

- i. Choose a new password, whenever required for security reasons.
- ii. Keep his/ her User ID & Password strictly confidential.
- iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

#### **E. Debit/Credit Card, Bank Account Details**

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

#### **F. Personal Information**

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

### **Helpdesk**

For any payment related clarification/ assistance users may contact our helpdesk executives (Email- [sona.banerjee@ext.icicibank.com](mailto:sona.banerjee@ext.icicibank.com), Telephone- 033-40267513)

### **G. Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

### **H. General Terms and Conditions -**

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.
5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.
6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

**ANNEXURE – XV**

**T. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT**

Following are the details of designated officers responsible for processing of invoices/payment :-

<b>Sr.No.</b>	<b>Industrial Packaging -Location</b>	<b>Contact Person</b>	<b>Contact No.</b>	<b>email ID</b>
1	Silvassa	Mr. Prasoon Aggarwal	9555587372	<a href="mailto:aggarwal.p@balmerlawrie.com">aggarwal.p@balmerlawrie.com</a>
2	Kolkata	Mr. Shuvam Banerjee	9831737098	<a href="mailto:banerjee.shuvam@balmerlawrie.com">banerjee.shuvam@balmerlawrie.com</a>
3	Chennai	Mr. Manoj Karmakar	8124056521	<a href="mailto:karmakar.mk@balmerlawrie.com">karmakar.mk@balmerlawrie.com</a>
4	Chittoor	Mr. Pravin K Singh	9883325136	<a href="mailto:singh.pk@balmerlawrie.com">singh.pk@balmerlawrie.com</a>
5	Asaoti	Mr. D P Sharma	9717695849	<a href="mailto:sharma.dp@balmerlawrie.com">sharma.dp@balmerlawrie.com</a>
6	Taloja	Ms. Rekha	9867420162	<a href="mailto:rekha.rr@balmerlawrie.com">rekha.rr@balmerlawrie.com</a>
7	Vadodara	Mr. Vishal Gokharan	9819520229	<a href="mailto:vishal.g@balmerlawrie.com">vishal.g@balmerlawrie.com</a>

You are requested to contact the above officers for any queries pertaining to Invoices/payment.

**ANNEXURE – XVI**

**U. AFFIDAVIT FORMAT FOR STATUTORY COMPLIANCE**

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/- for Gujarat/Silvassa)

I/We, -----\_the undersigned, resident of \_\_\_\_\_, Proprietor/ Owner/ Director of ----- (Bidder) having its Registered Office at \_\_\_\_\_ and PAN No: \_\_\_\_\_, submitted our bid for Tender No \_\_\_\_\_ dated \_\_\_\_\_ for providing \_\_\_\_\_(name of the contract/services) to Balmer Lawrie & Co. Ltd. at their Factory/ Unit/Office/ Establishment located at \_\_\_\_\_.

I/We do hereby solemnly confirm that , as on the date of above mentioned tender, there is no pending default / contravention/ non-compliance of Statutory provisions committed by the bidder during the discharge of contractual obligations and relating to the services by the bidder under any of the following Act/ statutes/ enactments or rule regulation, guidelines, order or notifications, as applicable, at any of the locations/ factories/Units/Establishments where I/we has/ had Contract in any name in the past:

1. Employees Provident Fund & Miscellaneous Provisions Act 1952 & Rules.
2. Employees State Insurance Act 1948 & Rules & Employees State Insurance Scheme.
3. Contract Labour (Regulation & Abolition) Act 1970 & Rules,
4. Factories Act 1948 & Rules
5. The Minimum Wages Act 1948 & Rules,
6. Employee's Compensation Act 1923 & Rules,
7. The Payment of Bonus Act 1965 & Rules,
8. The Payment of Wages Act 1936 & Rules,
9. The Interstate Migrant Workmen (Regulation of Employment And Conditions of Service) Act 1979.
10. The Maternity Benefit Act 1961& Rules.

I/we further understand that Balmer Lawrie & Co. Ltd. has the right to demand submission of relevant documents from us so as to verify this affidavit and if this affidavit is found to be not true/ false, our bid shall stand rejected for violation of pre- qualification criteria as mentioned in the tender document. Further, if on the basis of this bid, we are awarded any contract & it is subsequently found that this affidavit is false/ not true, Balmer Lawrie & Co. Ltd. shall have the right to cancel our tender, forfeit the EMD, Security deposit & initiate suitable legal proceedings against \_\_\_\_\_ (Bidder).

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_