



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258215/66258208
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1528 dated 21.11.2019

Due date of Tender : 02.12.2019 at 16:30 hrs.
Opening of Price Bid: 02.12.2019 at 17:00 hrs.

Online two bid e-tenders are invited for “Drum repair/rework job” for IP-Taloja through the 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

Balmer Lawrie &Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1.Shri Tushar Ingale Mob.9769015541 Land Line No.022 66258209. e.mail: ingale.td@balmerlawrie.com 2. Shri NV Balaji Mob :9840487778 e.mail: balaji.nv@balmerlawrie.com 3. Shri Subhash Agawane Mob: 9892939219 Email: agawane.st@balmerlawrie.com	Contact Persons: 1.Mr. Ujwala Shimpi (022) 66865608 email: ujwala.shimpi@c1india.com (Mumbai/ Monday-Friday) 2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Satday) 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644 Escalation Level: Mr. Tuhin Ghosh, Mob: 8981165071 Email: tuhin.ghosh@c1india.com

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 Talaja. 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. Annexure Vd - Affidavit cum declaration (Small/Very small category)
- L. Annexure Ve – Indemnity Bond (Small/Very small category)
- M. Annexures VI – Price Bid.
- N. Annexure VII – Addresses of Balmer Lawrie location
- O. Annexure VIII – Format of Bank Guarantee
- P. Annexure IX - Bank Details for SWIFT/RTGS Transfers
- Q. Annexure X - Conditions for Online Bid submission
- R. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- S. Annexure XII – CPPP Declaration
- T. Annexure XIII – Terms and conditions for making Online payment towards Earnest Money Deposit [EMD]
- U. Annexure XIV – List of designated Officers responsible for releasing payment.
- V. Annexure XV - Affidavit format for Statutory Compliance

A. Instructions for bidders

1. Online Two bid e-Tenders are invited for “Drum repair/rework job” at our Industrial Packaging Division at Taloja, Navi Mumbai as per detailed specification contained in Annexure I of this tender. Please refer to Annexure – I for detailed Scope of Service.
2. The tender is invited in **Two-Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of **Prequalification Bid & Price Bid.**
3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
4. Important points to be noted

4.1 Due date for submission of bids	:	02.12.2019 at 16:30 hrs.
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4.2 Price Bid Opening	:	02.12.2019 at 17:00 hrs.
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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/Contractor 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 Annexure no. XIII 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

- i. If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. If the bidder does not submit the required details as specified [Annexure- IV]
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the 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.
- vi. 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 service, as given in the Tender Document-Annexure – 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 service {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 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	The bidder shall have atleast two years' experience in labour supply contract/ managing manpower in light engineering fabrication industry/barrel manufacturing industry	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidence of successfully providing and managing man power in light engineering fabrication industry / barrel manufacturing industry or labour supply contract during last seven years and should meet either of the following criteria – a) Three similar completed works of tender value of not less than the amount equal to Rs.2.5 Lakhs for each order or b) Two similar completed works of tender value of not less than the amount equal to Rs.3.00 Lakhs for each order or C) One similar completed work of tender value of not less than the amount equal to Rs.5.00 Lakhs.	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.
3	Minimum average annual turnover of Rs.2 lakhs in the last three years (2015-16, 2016-17 & 2017-18)	Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies.
4	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) ESI Code No. issued by ESIC* d) Goods & Service Tax (GST) No. *For Sr no a & c above – For PF/ ESI - 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
5	Bidder should have any labour licence from any RLC(Central).	Documental Proof

6	Branch Office/Registered Office should be located within 50 kms radius of our IPNM Plant.	Address with pincode of the bidders Branch Office/Registered Office on Company's letterhead.
7	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
8	The bidder must be registered with ESIC	Valid Policy copy
9	Bidders whose contract has been terminated in the last three years by any company for any reason including 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.
10	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.
11	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: XV)
11	Earnest money deposit INR 3,000.00	Online

Note:

- a. **Only those Vendors who meet the above Pre-qualification criteria will be qualified for opening of Price Bid subsequently.**
- b. **For bidder whose annual threshold limit is 40Lakhs is exempted for qualification in above clause 4 (d) and 7**

C. SPECIAL TERMS & CONDITIONS.

1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit {EMD} of **Rs.4,000.00 (Rs. Four 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:

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

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

- a) 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.
- b) 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.
- c) 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 1 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 18 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 Work order on the Lowest Quoted Bidder based on Cumulative Total Value. In case there is a tie between bidders at L1 position, the L1 bidders will have to submit discount on their quoted rates in a sealed envelope. Thereafter the L1 position will be decided.

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

5. **Payment Terms:**

Payment will be made after 7 days from date of submission of bill. Only one invoice per month will be accepted. Prior submission, the bill has to be authenticated from the Production / Plant head with all necessary documentary proof attached.

Monthly bill raised by the successful bidder should be supported by documentary evidence of statutory payment of PF & ESI for the previous month. Payment for the first month will be

released exclusive of PF & ESI which will be subsequently reimbursed in the next month's payment. Payment of wages to the workers engaged in this job work should be made within 4th day of every month.

Monthly bills must be accompanied with copy of the wage cum muster register of the previous month, duly certified by BL representative. Payment will not be made till the Successful bidder submits the certified wage cum muster register alongwith the copy of the wage cum muster register of the previous month together with current month's bill.

Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

Note: The successful bidder has to submit the copy of Annexure: Va & Vb to the Plant Head (Mr. NV Balaji, balaji.nv@balmerlawrie.com) / Unit HR (Mr. Subhas T Agawane, agawane.st@balmerlawrie.com) and the original copy to SCM (Mr. Tushar Ingal, ingale.td@balmerlawrie.com) for release of last month payment & final settlement w.r.t. this contract without which the payment shall not be processed.

Payment shall be processed as per the actual monthly quantity executed as mentioned in the scope of service.

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.

Kindly refer Annexure - XIV pertaining to queries regarding invoices/payment.

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

6. **Risk Purchase**

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

7. **Validity of the Contract**

The Contract if any awarded against this tender will be valid for **12 months [16th December, 2019 to 15th November, 2020]**.

8. **Tender Evaluation** –

The tender would be evaluated on Composite L1 basis (i.e. Total of 1+2+3 as detailed in Scope of Service). The composite L1 bidder will be awarded the contract. 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.

9. **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.

10. **Employer – Employee relationship**

There will be no Employer and Employee relationship between Balmer Lawrie & Co. Ltd. and the personnel so engaged by the Bidder/Contractor under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Bidder/Contractor to regulate any terms of employment with the engaged persons without any liability whatsoever to Balmer Lawrie & Co Ltd.

11. **Adherence to Labour Laws:**

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

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1. The Factories Act, 1948
2. Contract Labour [Regulation & Abolition] Act, 1970
3. Employees Provident Funds & Miscellaneous Provisions Act, 1952
4. Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
5. Minimum Wages Act, 1948
6. Payment of Wages Act, 1936
7. Payment of Bonus Act, 1965
8. Payment of Gratuity Act, 1972
9. Equal Remuneration Act, 1976
10. The Maharashtra Minimum Wages Rules, 1961
11. The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
12. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
13. (State) Labour Welfare Fund Act
14. Professional tax
15. The Code on Wages, 2019
16. The Maharastra Labour Welfare Fund Act, 1953

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 & an affidavit & Indemnity Bond as per Annexure- 5(d) & 5(e) shall be provided by the successful bidder..

- **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.**

12. **Safety Measures:** All personnel deployed under this contract should compulsorily use/wear at all times on duty, required safety equipment, personal protective equipment to be provided by the Bidder/Contractor and follow all safety instructions written, verbal or implied. Company may disallow from the duty for the shift if any of the personnel 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.

13. **Uniform:** The Contractor shall provide two sets of Uniform for each year to its personnel. The Contractor shall ensure that while on duty each and every personnel presents himself in proper uniform. Uniform (2 sets each year) shall consist of Shirt and trouser which shall be provided to the personnel deployed. The contractor shall provide 1 set of safety shoe to each of the personnel deployed.
The uniform items to be issued within 1 month of commencement of the contract.

The above list is illustrative only. Record of distribution of uniform and accessories should be maintained by the bidder and shall be produced if required by Balmer Lawrie.

14. **Conduct & Discipline:**

- (a) All the personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- (b) Every 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 personnel deployed by the contractor 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 contractor besides imposition of penalty for non-observance of the terms of contract. The Contractor should make good to any loss of property incurred by such acts of misconduct as per prevailing norms.

15. **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 or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

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.

- Purpose of Contract: Drum repair/rework job for IP-Taloja
- All the rates given in the offer should be expressed both in words and in figures and where there is difference between two, the rates given in the words will be authentic.
- Every tender shall be in accordance with the (specifications and terms and conditions).
- All entries in the tender documents should be in ink or typed and there should be no erasers or overwriting. All corrections should be attested under the full signature of the Contractor.
- Contractor should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened. The Contractors are specifically advised to note that the Company normally would not carry out negotiations except with such parties who is/are the lowest. As such, it would be in the interest of Contractors to quote lowest reasonable rates. During negotiations or in the revised offer only downward revised rates shall be valid for considerations.
The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.
- The Contractor shall not publish any brochures, pamphlets or other literature relating to or concerning the said Plant, its running, operation, management or maintenance or issue any advertisements, press reports or other publicity material except as may be previously authorized or approved in writing by the Company
- The Contractor shall arrange to obtain necessary entry permits for the contract labour and/or the employees/workmen and arrange to issue identity cards, Employment Card and appointment letter to its employees/workmen at their cost latest by **30 days of issuance of Work Order** or 15 days of the beginning of the contract whichever is earlier & a received copy of the same must be submitted to the unit HR resource along with the bill for first month, without the same the first bill of the contractor shall not be processed.

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, drawings, invoices, packing and on any documents or papers connected with the order.

4. CONFIRMATION OF ORDER

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

5. RELAXATION OF TENDER TERMS & CONDITIONS

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

6. REJECTION OF BIDS

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

7. DELAYS

7.1 Delay in Bidding

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

7.2 Delay in Delivery/Completion of job.

The bidder shall try to complete the execution of the work as mentioned in the scope of service within the stipulated time. Delays in delivery or completion will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 7.

8. DELAY DUE TO FORCE MAJEURE

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

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

9. SUB CONTRACTS

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

10. CONTROL REGULATIONS

Successful bidder warrants that all goods/materials/service covered by this order have been produced, sold, dispatched, delivered, executed 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 or execution of service 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.

11. CONTRACT LABOUR REGULATIONS

- a) The successful bidder shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Successful bidder shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
- b) The successful bidder shall not undertake or execute or permit any other successful bidder or sub-Successful bidder to undertake or execute any work on the Successful bidder'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.
- c) The successful bidder will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
- d) 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 successful bidder submits the aforesaid register. The Successful bidder will retain the original wage cum muster register with their Manager/Supervisor 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 successful bidder.

12.PAYMENT OF WAGES

The Successful bidder shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 4th day of every month.

13.SAFETY AND WELFARE

- a) The Successful bidder 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 Successful bidder 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 Successful bidder 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 Successful bidder.
- 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 Successful bidder.
- f) The personnel engaged by the Successful bidder will be allowed weekly off as per provisions of Factories Act, 1948.

14.EMPLOYEE'S STATE INSURANCE CORPORATION

All the personnel deployed by the Successful bidder must carry their ESI cards. ESI payments must be submitted by the successful bidder with the authorities within the stipulated date every month. Copy of the remittance must be submitted with monthly

invoices. Returns, records, registers as per the ESI act must be maintained by the Successful bidder and be produced during any inspection on being called for. In case of any eventuality the successful bidder would be solely responsible for arranging all nature of support from ESI authorities to the engaged personnel and beneficiaries. The company would have no liability of any nature on such account.

15. GRATUITY

The successful bidder may take Gratuity Insurance for the Personnel engaged in Balmer Lawrie as per relevant statutes out of his own resources.

16. EMPLOYEES PROVIDENT FUND

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

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

- [1] Challans for amount deposited towards EPF of workmen engaged by him during the period.
[2] **ECR** showing employee wise detail of contribution towards PF (both employers/employees contribution
[3] The successful bidder must ensure correct recording of his workers in the EPF records and validation of UAN with Aadhaar

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

- b) The Successful bidder shall contribute towards EPF in respect of employees engaged by him at the rates, which are in force from time to time under the EPF & Misc. Provisions Act.
c) The Successful bidder will maintain register / records and nomination forms required under the EPF & Miscellaneous provisions act in respect of all the employees engaged by them with their Manager in the site office in original and the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract. The Successful bidder should also maintain copies of all related documents in their Registered Office.
d) Every year Successful bidder will arrange distribution of Annual Statement of PF to all his employees.

17. 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 Successful bidder 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 the 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 successful bidder. 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 Successful bidder at the premises of the Company will be considered as trespass.

(c) The Contract will be terminated if the Successful bidder 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 Successful bidder.

(iv) If the Registration/Licence by the appropriate authority is cancelled or withdrawn.

(v) If the Successful bidder abandons the work.

(vi) Distress execution of any other legal process being levied on or upon the Successful bidder's "goods" "persons" and assets.

(vii) If the Successful bidder or any person employed by the Successful bidder, 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 Successful bidder 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 Successful bidder in the event of such termination.

(x) In the event of termination of the Contract, the Successful bidder shall have to vacate the site/premises peacefully and remove the personnel deployed by the Successful bidder within stipulated period as communicated to the Successful bidder by the Company's officials.

(xi) If the Successful bidder fails to comply with any obligation as mentioned hereinbefore.

(xii) If the Successful bidder 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. The Code of Wages 2019 and other applicable legislations etc. their contract shall be terminated.

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 Successful bidder and the Security Deposit of the Successful bidder shall stand forfeited.

18. 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.

19.SHORT CLOSURE

BL may short close the contract in part or full at any time by giving the Successful bidder not less than one months notice in writing without giving any reason thereof.

20.ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

“In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018”

21.ANNUAL LEAVE:

The successful bidder has to allow his personnel deployed at our premises Seven (7) paid holidays annually and national holidays (3 national holidays-26th January,15th August and 2nd October) in consultation with the Factory Manager. Annual Leave with wages shall be disbursed at least annually before Diwali and before the end of the contract.

22.The personnel posted at our locations should be free from any contagious and infectious diseases. The Medical certificate should be available on demand for each and every personnel provided by the successful bidder. The Medical certificate should be submitted for each and every personnel provided by the successful bidder 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

23. CONFIDENTIALITY / SECRECY

The successful Successful bidder 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 Successful bidder of its duties and obligations under and in accordance with the agreement required to be executed, or granted by BL to the Successful bidder 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 Successful bidder and/or employees/workmen and/or contract labour engaged or employed by it as aforesaid solely for the purpose of the discharge by the Successful bidder 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 Successful bidder or to which BL would grant access to the Successful bidder, its employees/workmen and/or contract labour, as the case may be as aforesaid.

VENDORS OBLIGATION

1. The successful bidder shall hold the company harmless and indemnified from and against all claims, charge and cost for which the company may be held liable under the Employee's Compensation Act, 1923. Employee's Liability Act, 1938 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company or to any other person, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the successful bidder his agents or his employees in carrying out the job of the successful bidder.
2. In case the successful bidder is covered under The Labour Laws (Exemption from Furnishing Return and maintaining Registers by Certain Establishments) Act, 1988, a duly notarized affidavit needs to be submitted as per BL format.
3. The successful bidder shall hold the company harmless and indemnified from all claims, costs and charges for which the company may be held liable in respect of any loss of injury exchanged to any third party through his servants/employees/agents. This indemnity shall be in addition to and not in lieu of any indemnity towards the Company may be entitled by law.
4. The successful bidder shall pay their workers as per the Minimum Wages applicable as per Maharashtra Government Notification and shall indemnify the company against any claim arising out of any action taken against the Company on account of successful bidder's failure to full fill the above conditions. The Successful bidder will in respect of personnel engaged by him maintain record of attendance and issue wage slip.
5. The successful bidder or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Successful bidder, shall be payable by the Successful bidder.
6. The labour engaged by the successful bidder shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of in-discipline, in-subordination or rowdism.
7. The age limit of the personnel employed by the successful bidder should not be less than 18 years old nor more than 58 years old.
8. While being on duty, if the successful bidder's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Successful bidder only.
9. In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the

successful bidder to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The successful bidder shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

10. The following conditions General Obligations with regard to workmen engaged by the successful bidder/successful bidder towards execution of this contract inside our factory / office premises. However, the following details / statement of obligations are not exhaustive.

- a) If the bidder is claiming exemption from furnishing returns and maintaining registers by certain establishment under act number 51 of 1988 or any other act, then the bidder needs to produce all documents as mentioned in said notification
- b) The successful bidder will ensure and carryout his job safely. The Successful bidder will be liable to Company for any damage to the properties of the Company by the Successful bidder or his agent/employees while carrying out the job and make good the same to the Company through payment as may be by the Company.
- c) Workmen employed by the Successful bidder will be directly supervised and controlled by the Successful bidder.
- d) The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder.
- e) The Successful bidder will ensure that his employees wear the safety appliances provided by the Successful bidder and that adequate safety precautions are taken by them while carrying out their work in the factory premises.
- f) The Successful bidder will make his own arrangements for their transport, food land accommodation and any other facility if required.
- g) The Successful bidder will provide the company a list of his workmen who are required to carry out the work within the factory premises against which the Company will be providing them with gate passes. The Successful bidder's workmen will have to furnish the same at the Security check for entry into the premises. The Successful bidder will ensure that workers other than the names registered by them with the company / authorities are not employed.
- h) The Successful bidder will be responsible for discipline and behaviour of their workers. The Successful bidder will also ensure that a responsible Supervisor is always present at the work site who will report to the Company on daily basis.
- i) The Company will have privacy of Contract with the Successful bidder only and will give instructions to the Successful bidder or his authorized Manager / Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Successful bidder.
- j) **Statutory Requirement:**
 - The contract shall abide by and comply with the statutory requirement and maintain the records and recover / pay contribution in respect of the labours supplied to the company, under the Factory Act, Contract labour Act, PF Act, EPF Scheme, ESI scheme, Employee's Compensation Act, Bonus Act and other labour laws as applicable. In all respects, you shall be responsible for employment, welfare, conduct etc., of your employees and shall indemnify our company against any claim, demand or actions at the instances of any of your employees or by any authorities.
 - In case of change in the quantum of outgo from the successful bidder towards their contribution to the Statutory Authorities/benefits to the employees arising out of any

changes in the relevant statutes or advice from Statutory Authorities, the consideration payable by Balmer Lawrie to the Successful bidder shall also undergo a change and the revised consideration would be arrived at after mutual discussion and agreement on the subject.

- Under the provisions of Employee Provident Fund and Misc. Provision Act-1952, every employee engaged by the Successful bidder is entitled and required to become a member of the PF. As such, the Successful bidder must deposit matching contribution equivalent to the contribution of employees engaged by him plus administrative charges as applicable and deposit in Government Treasury/Bank. The present PF rate is 12% each by the employee and employer with administrative charges of 1% thereon of the total wages to be borne by the Successful bidder. Accordingly, the Successful bidder should be duly registered with Regional PF Authorities and should have own EPF Code Number. **The Successful bidder will submit the copy of EPF code no. allotted to him by the authorities along with the tender.**

- k) The successful bidder shall comply with and meet statutory requirements under the Contract Labour (R&A) Act 1970, Minimum Wages Act 1948, EPF & MP Act 1952 and ESI Act 1948 arising out of engaging your labour in our premises.

Wage Protection of existing contractor's workforce, if retained by the successful bidder must be ensured. Bidders may contact Plant Head/ Unit HR for further details regarding existing wages.

- l) The Successful bidder shall ensure wage standards, provisions (including the provisions of Wages, privilege and facilities) and wage period for all personnel engaged by him for the execution of the contract and as prescribed under the Payment of Wages Act, 1948, the Contract Labour (Regulation & Abolition) Act-1970, the Minimum Wages Act and rules framed there under, and any other applicable law, rule or regulation in this behalf including but not limited to the following:

- The successful bidder shall ensure that the working hours/rest interval, etc. conform to the requirements as stipulated in the Factories Act, 1948.
- The personnel engaged by the Successful bidder will be allowed weekly off as per provisions of Factories Act, 1948.
- The Successful bidder shall grant paid leave to personnel engaged by him as per the provisions and at the rate prescribed under the Factories Act, 1948.
- The Successful bidder 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.
- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately and recorded in a register to be maintained with the Manager employed by the Successful bidder.
- Any loss or damage that may arise to the Company on grounds of noncompliance with the above safety and welfare provisions shall be to the account of the Successful bidder.

- m) The successful bidder shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to his eligible personnel and submit proof towards effecting payment of Bonus, maintain registers as required by the Act.

- n) If the Successful bidder's workmen, representatives, agents etc., do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and / or require the successful bidder to remove such person from the premises forthwith.

- o) The Successful bidder will be liable to indemnify / reimburse the Company all the

money paid in addition to the expenses incurred by the company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen, statutory authorities or any other person.

The successful bidder would meet any claim of gratuity (if any) out of its own resources. Company would not pay any additional amounts on this account beyond the fixed service charges paid.

11. Successful bidder will get their workers antecedents, character and conduct of their 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 / antecedents verification of his workers to be deployed by the Successful bidder will be carried out by the Successful bidder at their cost to the satisfaction of Balmer Lawrie & Co Ltd.
12. The Company reserves the right to terminate the contract by giving one month's notice in case successful bidder's services are found unsatisfactory and the security deposit of the party will stand forfeited.

18. TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE SUCCESSFUL BIDDER

- a) It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Successful bidder, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.
 - b) On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Successful bidder shall be that of the Successful bidder himself.
 - c) Payment of terminal dues applicable, if any, shall be to the account of the Successful bidder and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the fabrication contract.
 - d) It will be the Successful bidder'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.
19. The Successful bidder will pay applicable minimum wages as prescribed / revised for Maharashtra from time to time, at rates prescribed for different categories of workmen engaged by him.
20. Minimum wages as stipulated by the competent authority and subsequent amendment thereof applicable to Engineering Industries in Maharashtra as on date.
21. The Successful bidder will in respect of personnel engaged by him maintain record of attendance and issue wage slip, Appointment letter, Employment Card in terms of Contract Labour (Regulation & Abolition) (Central) Rules -1971.
22. If the Successful bidder's workmen, representatives, agents etc., do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and / or require the successful bidder to remove such person from the premises forthwith.
23. Every year Successful bidder will arrange distribution of Annual Statement of PF to all his employees.

24. The Successful bidder will maintain register / records and nomination forms required under the Contract Labour (R&A) Act, Employee Provident Fund & Miscellaneous Provisions Act, Bonus Act and any other applicable statute in respect of all the employees engaged by them the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract.
25. The Successful bidder will be liable to indemnify / reimburse the Company all the money paid in addition to the expenses incurred by the company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen, statutory authorities or any other person.
26. The successful bidder would meet any claim of gratuity (if any) out of its own resources. Company would not pay any additional amounts on this account beyond the fixed service charges paid.
27. The Successful bidder should provide all safety equipment's required by all their workmen for discharging their work. The Company will not be responsible for non adherence of Safety norms by the Successful bidder/his workmen.
28. The Successful bidder should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the plant.
29. It is clearly understood that the labour engaged by the Successful bidder are his own workmen and not employees of the Company. The Contactor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards. The successful bidder should also take care locals and settle all issues by any means. In any disputes between locals , labourers regarding this contract Balmer Lawrie should not be dragged and any settlement of any sort of disputes should be done outside the premises of Balmer Lawrie.
30. The Successful bidder shall not undertake or execute or permit any other agency or sub-Successful bidder to undertake or execute any work on the Successful bidder's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Factories Act or the Contract labour (Regulation & Abolition) Act-1970 or their applicable law, rule or regulation, if applicable.
31. 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.

I/We have studied the tender documents carefully and have quoted our lowest rates in accordance with the terms and conditions.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure –II

*** Scope of Service**

Sr. No.	Description	UOM	Total Estimated Qty.
1.	Cleaning of Top & Bottom Ends before Lacquering	SET	90000
2.	Salvaging of Quarantined /WIP drums		
a	Sorting, Segregating, Weighing ,Internal light inspection & Shifting of assorted drums for Rework	NOS	18000
b	Removing of Top Screen ,Bottom ISI Screen & Subsequent cleaning before Repainting	NOS	4800
c	Removing of Body Screen & Subsequent cleaning before Repainting	NOS	4800
d	Repairing/Polishing of drums with defective painted surface and Subsequent cleaning before Repainting	NOS	4800
e	Removing 2" & 3/4" plugs, Loading of Repaired drums to Conveyor for Repainting	NOS	18000
f	Internal Cleaning of drums	NOS	4800
3.	Internal Light Inspection for Specific customers	NOS	6000

*Quantities shown above are tentative. It may vary at higher / lower side.

Approximate requirement of manpower for the above mentioned job is four (4) numbers.

The successful bidder would be required to,

- a. Supervise/allocate manpower for the designated job in coordination with plant executive.
- b. Supervise the allotted work content on daily basis.
- c. Coordinate with third party inspectors during drum inspection in line with customer specifications
- d. Maintain daily rework register.

Prospective bidders may contact Plant Head (Shri NV Balaji/ Shri Amit Mitra) for further details regarding scope of work and ground level reality/working condition

Normally the plants operate in one shift (9.00 AM to 5.30 PM) which is inclusive of lunch break and occasionally in second shift also. [Working time may be staggered as & when required].

ANNEXURE – III

E. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-IV attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] 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].

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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/Contractor 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 -
-----_(Contractor) 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
Contractor during the discharge of contractual obligations and relating to the services by the
Contractor 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 -----(Contractor) 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/contractor before his last month bill & final settlement is released by BL'

(To be submitted by Contractor/Contractor)
(To be executed and notarized on Non-Judicial Stamp Paper of Rs.500/- for Maharashtra)

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 Contractor'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, The Code of Wages 2019 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
3. We have deposited LWF & Professional Tax as 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 through sub-petty Contractor for non-fulfilment 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.

INDEMNITY BOND

(To be submitted by Successful bidder)

(To be executed and notarized on Non Judicial Stamp Paper of Rs.500/- for Maharashtra)

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 tranquillity 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, The Code of Wages 2019, 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 Gujarat Jurisdiction only.

Place:

Date: / /

Witness:

Accepted by:

(For, Principal Employer)

Annexure-V(d)

AFFIDAVIT CUM DECLARATION

I, Shri. _____, S/O
Shri _____, Proprietor of M/s. _____,
the deponent herein, aged _____, religion _____, occupation
_____, Indian citizen, having permanent address at _____ (complete address), do hereby state and declare on solemn affirmation as under :-

1. I say that I have entered into a contract with M/s. Balmer Lawrie & Co. Ltd. (hereinafter referred as 'the Company') for the purpose of _____. The said contract was awarded to me by the Company after floating a tender for the aforesaid purpose.
2. I state and declare that currently, there are less than **(10/20)** employees employed by me and the total strength of my employees does not exceed **(10/20)**.
3. I state and declare, that I am a **(Very Small/Small)** Establishment as per the Sec. _____ of the Labour Laws (Exemption From Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988. I also state and declare that under the provisions of the above Act, I am exempted from maintaining the Labour Compliance under different Labour Laws and instead I am only required to maintain Form A, B, C and D.
4. I state and declare that I take full responsibility of the above statement of exemption under the said Act and also take full responsibility of the action of non-compliance of the labour compliance due to exemption under the abovementioned Act.
5. I say that whatever stated in this affidavit is true and correct and without any pressure and the same is binding to me.

Solemnly affirmed at _____ on _____ this day of _____, 2019

.....
(Deponent)

.....
Identified, Explained and Interpreted by me
And signed before me

INDEMNITY BOND

This deed of Indemnity executed by hereinafter referred to as '**Indemnifier**' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s. Balmer Lawrie & Co. Ltd., hereinafter referred to as the '**Indemnified**' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein the contract pursuant to the tender floated for the purpose of on terms and conditions set out interalia in Contract dated and Tender No.

And Whereas, clause of the above mentioned Contract and Tender provides for maintenance of Labour registers and also to follow all the applicable Labour Compliance. However, the indemnifier has submitted a Declaration cum Affidavit dated, stating on oath that the indemnifier is exempted from following and maintaining the Labour Compliance provided under the (.....factories act/ contract labour/ or any other applicable Law.....) and therefore, the Indemnifier is not required to maintain or follow the said the Labour Compliance provided under the (.....factories act/ contract labour/ or any other applicable Law.....).

The indemnifier hereby irrevocably and unconditionally agrees to indemnify the indemnified that even after submitting the said Affidavit of exemption of labour compliance, in the event of the abovementioned non-compliance by the indemnifier, if there incurs on the Indemnified, any liability, in any form or manner whatsoever, direct or indirect; any loss, damage, harm, inconvenience or responsibility, then the indemnifier shall be responsible, accountable and liable for the said act and will thereby pay on indemnified's behalf the amount towards any financial liabilities, goodwill harm, damages, losses, penalties, compensations, interests, etc., which are casted upon the indemnified.

Place:.....

Date :

.....

Signature of Indemnifier

(Name and Designation)

.....

Signature of Indemnified

(Name and Designation)

Witness:

1.....

Signature with Name,
Designation & Address.

2.....

Signature with Name,
Designation & Address

PRICE BID – to be filled by BIDDER –
Price bid format for “Drum repair/rework job” for IP-Taloja

Sr. No.	Description	UOM	Estimated Total Qty.	Rate (Rs.)	Amount (Rs.)
1.	Cleaning of Top & Bottom Ends before Lacquering	SET	90000		
2.	Salvaging of Quarantined /WIP drums				
a	Sorting, Segregating, Weighing ,Internal light inspection & Shifting of assorted drums for Rework	NOS	18000		
b	Removing of Top Screen ,Bottom ISI Screen & Subsequent cleaning before Repainting	NOS	4800		
c	Removing of Body Screen & Subsequent cleaning before Repainting	NOS	4800		
d	Repairing/Polishing of drums with defective painted surface and Subsequent cleaning before Repainting	NOS	4800		
e	Removing 2" & 3/4" plugs, Loading of Repaired drums to Conveyor for Repainting	NOS	18000		
f	Internal Cleaning of drums	NOS	4800		
3.	Internal Light Inspection for Specific customers	NOS	6000		

TOTAL VALUE (1+2a+2b+2c+2d+2e+2f+3) :

GST : Extra as applicable

Note:

- The quantity indicated above are estimated quantities. Payment shall be made on actual basis for each line item on per month basis.
- The successful bidder shall deploy their manpower for carrying out the above mentioned job work.
- Price Rate : Successful bidder should quote only as per UOM mentioned in the price bid
- Statutory Compliance: Successful bidder has to comply with ESIC, PF, MLWF, PT, minimum 7
- s etc. as per prevailing labour rules & regulation as per Maharashtra state.
- The rate shall be valid till the end of the contract i.e. Jan,20 – Dec,20

Apart from above, any liability within the contract period will be borne by the Successful bidder

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE- VII

ADDRESS OF BALMER LAWRIE PLANT

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

ANNEXURE- VIII

**J. (To be provided by Successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit)**

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

Dear Sir,

That Messrs. /Mr. _____ (set out full name and a Bidder and constitution of the Successful bidder) (hereinafter referred to as “the Successful bidder”) filed their / his / its quotation against your Tender being Tender No. ----- dated -----(hereinafter referred as “the said Tender”) for “Drum repair/rework job” and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as “the Order”) was issued by you to the Successful bidder.

The conditions of the said Tender, inter alia, require that the Successful bidder 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 Successful bidder) 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 Successful bidder), 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 Successful bidder and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the successful bidder) or to extend time of performance by Successful bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Successful bidder 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 Successful bidder 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 Successful bidders), 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

M. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AALCB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	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. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9-digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	Vendor's e mail id	

ANNEXURE-X

N. CONDITIONS FOR ONLINE BID SUBMISSION

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

Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- 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 (Mumbai/ Monday-Friday)
2. Mr. Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday)
3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Saturday)
4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644

Escalation Level:

Mr. Tuhin Ghosh, Mob: 8981165071

Email: 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
2. Shri NV Balaji (Mob : 9840487778)
e.mail: balaji.nv@balmerlawrie.com
3. Shri Subhash T Agawane (Mob: 9892939219)

Email: agawane.st@balmerlawrie.com

Digital Certificate authentication:

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

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

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. 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/offers.

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 contractor 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, 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 – XIV

S. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT

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

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

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

ANNEXURE – XV

T. AFFIDAVIT FORMAT FOR STATUTORY COMPLIANCE

(To be executed and notarized on Non-Judicial Stamp Paper of Rs. 500/-for Maharashtra)

I/We, -----_the undersigned, resident of _____, Proprietor/ Contractor/ 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. The Factories Act, 1948
2. Contract Labour [Regulation & Abolition] Act, 1970
3. Employees Provident Funds & Miscellaneous Provisions Act, 1952
4. Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
5. Minimum Wages Act, 1948
6. Payment of Wages Act, 1936
7. Payment of Bonus Act, 1965
8. Payment of Gratuity Act, 1972
9. Equal Remuneration Act, 1976
10. The Maharashtra Minimum Wages Rules, 1961
11. The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
12. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
13. (State) Labour Welfare Fund Act
14. Professional tax
15. The Code on Wages, 2019
16. The Maharashtra Labour Welfare Fund Act, 1953

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 : _____