



BALMER LAWRIE & CO. LTD.

LOGISTICS INFRASTRUCTURE

Temperature Controlled Warehouse,

PLOT NO. F-9/5, ADDITIONAL MIDC]

PATALGANGA, DIS- RAIGAD, MAHARASHTRA

Mobile No: +91 9866400155

E-mail: choudhary.rr@balmerlawrie.com]

TENDER NO: BL/LI/TCW-MUM/19-20/047 Dated 30/03/2020

TECHNICAL / COMMERCIAL BID

Tender Document for

Engagement of Handling Contractor at TCW Patalganga, Dist. Raigad

DUE DATE & TIME: [18/04/2020 at 17:00 Hrs]

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NOTICE INVITING TENDER

Online bids (Two Bid System) are invited from experienced contractors who can fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading “General Terms and Conditions” and special terms and conditions, for undertaking the subject contract for Engagement of Handling Contractor at TCW Patalganga, Dist. Raigad, Maharashtra.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from our website www.balmerlawrie.com and the procurement website <https://balmerlawrie.eproc.in>.

Sr. No	Description	Details
1	Name of Work	Engagement of Handling Contractor at TCW Patalganga, Dist. Raigad
2	Tender No	BL/LI/TCW-MUM/19-20/047
3	Validity Of Offer	120 days from the date of opening of Technical bid.
4	Contract Period	One Year
5	Tender Fee (Non-refundable)	NA
6	EMD (interest-free)	Rs.30,000/-
7	Downloading / Submission of Tender:	
	a. Starts on	30/03/2020 at 5.00 pm
	b. Ends on	18/04/2020 at 5.00 pm
	c. Opening of Tenders – Technical Bids	18/04/2020 at 5.30 pm.

SPECIAL INSTRUCTION TO BIDDERS

1. LIST OF DOCUMENTS TO BE SUBMITTED

The signed and stamped copies of following documents should be uploaded as part of the technical/commercial bid submission.

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Income Tax PAN Number.
- d. GST Registration number.
- e. Valid PF and ESI Registration No.

- f. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.18.
- g. EMD (interest-free) in the form of Pay Order/ Demand Draft for an amount of Rs. 30,000/- in favour of Balmer Lawrie and Co. Ltd. payable at Mumbai/ Navi Mumbai

Note:- For MSME and NSIC registered vendors, tender fee and EMD is exempted, however copies of valid registration certificates to be enclosed. SC/ST category having MSME /NSIC certificates should specifically mentioned. MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012

2. VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OF BIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any reference to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. If at any stage it transpires that any party submitted false or forged documents may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, shall not be considered for commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.

3. BID SUBMISSION

The bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

For registration and online bid submission bidder may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

The bidder shall authenticate the bid with his Digital Certificate 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 (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The bidder shall invariably furnish the original DD towards Tender fee and EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. For submission of Online price bid, bidders are requested to download the excel sheet, fill the details, sign, scan and upload the same. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/issues arising out of this.

The bidder 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 process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders 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.

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

The hardcopies should reach the office of Balmer Lawrie at the following address.

Kind Attention – Rakesh R. Choudhary,
Balmer Lawrie & Co. Ltd.
Container Freight Station,
Plot No. 1, Sector -7,
Dronagiri Node,
Navi Mumbai, Maharashtra - 400707
Contact No. +91 9866400155

4. Special Note

- a. Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to tender from time to time.
- b. The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the balmer lawrie website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

5. Filling of Tender Documents

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.
- e. **Bidder has download price bid schedule enclosed herewith in excel format , fill the relevant details and upload the same in PDF format after putting signature and stamp.**

SCOPE OF WORK

Work covered under this tender shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The Labour shall be required on shift basis, as per the following details,

Particulars of the Manpower	Shift details	Timing	Required Manpower
For, Loading & Unloading workers	A.Shift	7.00AM to 3.00 PM	10 Nos.
	B-Shift	2.00 PM to 10.00 PM	8 Nos.
For, Pickers	A.Shift	7.00AM to 3.00 PM	3 No's
	B-Shift	2.00 PM to 10.00 PM	3 No's
Double Deep Reach Truck Operator	A.Shift	7.00AM to 3.00 PM	2 Nos.
	B-Shift	2.00 PM to 10.00 PM	2 Nos.

Note:-

- 1. The shift timing may vary as per the requirement and the contractor has to follow the instruction of BL Official.**
- 2. The above numbers may vary and it may be less or more depending upon the requirement and the payment shall be made only for the actual number of workmen provided in any month.**
- 3. 1 Supervisor has to be provided on daily basis for arranging manpower, supervising the assigned work and completing the work within given period of time as per the instruction from BL officials. No charges shall be paid towards the supervisor.**

Scope of work for Labour shall consists but not limited to the followings,

1. Unloading from reefer containers by using material handling equipment and/or doing manually and arrange to stack on pallets as per instruction of BL's officials.
2. Loading in reefer containers by using material handling equipment and/or doing manually either directly from the frozen or chilled chambers or from any other place as per the instruction of BL's officials.
3. Shifting of materials from staging bay to storage chambers and from storage chambers to the staging bay as per the instruction of BL officials.
4. Shrink wrapping of materials on pallets.
5. Ensure that all materials are handled carefully. They should also ensure that the shop floor and staging areas are cleaned properly. All waste materials which may include packing boxes,

waste paper, broken pallets, crates, straps, thermocols, etc., are to be kept in a designated place within the premise or as per the instruction of BL officials.

6. In case of handling liquid materials, it should be ensured that there is no spillage and in case of any spillage on the shop floor, arrange to clean it immediately at their cost.
7. Rendering necessary assistance for periodic checking of Inventory [By means of handling equipment or manually] both inside the frozen and chilled chambers in presence of BL officials at no extra cost.
8. Ensure adherence to all the Safety norms and use PPE at all the time during the operations.
9. Handling of HPT (Hydraulic Pallet Trucks) should be in such a way that there should not be any damage to the Insulated Panels or Automatic Sliding Doors.

Scope of work for Double Deep Reach Truck (Linde Make- Telescopic Type) Operator

1. Placement of palletized cargo at the designated location on double deep racks, the maximum height of stacking is 10.15 Mtr.
2. Retrieval of palletized cargo from the designated location for the dispatch.
3. Rendering assistance for periodic checking of Inventory.
4. Performing routine maintenance jobs on the MHE under guidance to BL officials.
5. Careful handling of double deep reach trucks so that while operation it should not damage the walls of Insulated Panels and the automatic sliding doors.

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary handling operations as and when required and as instructed by the Company officials.

Technical Details of Warm Clothes to be used inside the warehouse during operations to be arranged by Bidder

1. **Jackets with Hood:** - Jackets shall be of hood type and shall be made of outer polyester fabric PU coated and double insulation with raised polyester fabric for use in Minus 25 Degree Centigrade.
2. **Trousers:** - Trousers shall be made of outer polyester fabric PU coated and double insulation for use in Minus 25 Degree Centigrade.
3. **Uniform-** 2 sets of Uniform has to provide and shall be made of Cotton fabric.
4. **Insulated Safety Boots:** - Insulated Safety Boots shall be made of good quality leather of water repellent property and steel toe cap as required for use in Minus 25 Degree Centigrade.
5. **Monkey Caps:** - Monkey caps shall be such that it can be used for Minus 25 Degree Centigrade as an added protection for worker/ forklift operators working inside the chambers.
6. **Hand Gloves:** - Freezer Gloves well knitted, seamless with broad wrist band to be used in Minus

25 Degree Centigrade and also for loading / unloading purposes. Hand gloves are required to be replaced after every fifteen days, hence the rates should be quoted accordingly.

Note:- Every worker should be given the above warm clothes at the time of commencing the work. These should also be cleaned on every month so that proper hygiene can be maintained.

All PPE's (From 1 to 6) should be branded and ISI Certified.

Deployment of Manpower

- a. The unit is a Temperature Controlled Warehouse which is also called Cold Storage and the temperature inside the chambers will be upto minus 25 Degree Centigrade. The workers will require warm clothes suitable for working in the above climate. The contractor is required to arrange and provide the workers the above PPE during inside operations. No workers will be allowed to work inside the chambers without wearing the above PPE. Apart from the above PPE, the contractors should also provide the safety shoes, Helmets and Fluorescent Jackets as required as per the instruction of BL Official. BL will not be responsible for non-adherence of Safety norms by the Contractor/his workmen.
- b. The contractor shall enforce the provisions of ESI ACT and scheme framed there under with regard to all employees involved in the performance of the contract, and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
- c. The contractor shall not undertake or execute or permit any other agency or sub-contractor to undertake or execute any work on the CONTRACTOR'S behalf through contract labour except under and in accordance with the license issued in that behalf by the licensing officer or authority prescribed under the Factories ACT or the contract labour (regulation & abolition) ACT 1970 or their applicable law, rule or regulation, if applicable.
- d. Payment of Wages: The contractor shall ensure payment of wages to all workmen employed by him in connection with the work before the expiry of the last day of wage period in respect of which the wages are paid, and shall ensure wages standards, period and provisions (including provisions of wages, privilege and facilities) for all workmen in this behalf, prescribed under the payment of wages act, the contract labour (regulation & abolition)Act 1970 and rules framed there under , the minimum wages Act and any other applicable law, rule or regulation in this behalf including but not limited to the following:
 - e.
 - i. Weekly off with wages
 - ii. National holidays such as Independence Day, Republic Day and Gandhi Jayanti.

- f. The Contractor will take out Insurance cover of all his employees under Workmen Compensation ACT or any other Act as is in force at any given time.
- g. The Contractor 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 unit.
- h. It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from the BL customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.
- i. Annual medical checkup (as per Govt. Guidelines) of the engaged personnel needs to be done every year as specified by the company and submitted for scrutiny. Any personnel suffering from any disease should not report for duty and the contractor is required to provide a replacement till he is fit. The unfit personnel will be required to submit a fit certificate before resuming duty.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a. Payment of Interest Free EMD of Rs. 30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft/ Pay Order in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai / Navi Mumbai
- b. Submission of valid PF and ESI Registration.
- c. Bidder Should have minimum average turnover of Rs.25 Lacs during the last 3 years ending March 2019. Copy of audited Profit/Loss Account and Balance sheet to be attached.
- d. Bidder should have at least three years experience in Loading and Unloading work at any Temperature Controlled Warehouse/Cold Storage /General Warehouse. The bidder should submit copies of work orders or agreement and completion certificate in support of the same.
- e. Bidder should not have been blacklisted by any PSU / Govt. Department (a self-certification is required to be submitted by the bidder).
- f. Bidder Should have GST Registration number., copy of GST Registration number is to be submitted
- g. Bidder should give an undertaking for adherence of the applicable minimum wages as per State government act.

2. Tender Opening

- a. Unpriced [Technical-Commercial] Bid Opening. - Technical / Commercial Bids will be opened online only and the hard copies as mentioned above shall be opened in presence of Balmer Lawrie's tender committee.
- b. Price Bid Opening - Price bid will be opened for those bidders who qualify in Technical/ Commercial Bids, the opening of the price bid will be online only.

3. Rates and Minimum Wages

- a. The bidder should quote their rates as per the minimum wages act applicable for State Government. It shall be the responsibility of the contractor to pay Minimum wages to their workmen and compliance in this regard is the sole responsibility of the contractor. If there is any claim on Balmer Lawrie on this account, the contractor has to indemnify the company fully including related costs of compliance. The contractor has to submit the supporting document such as government regulations towards the minimum wages on the basis of which the rates are arrived.
- b. Providing PPE's is the sole responsibility of the contractor, no additional cost will be reimbursed to the contractor towards providing PPE's.

4. Acceptance of offers

- a. Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- b. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- c. If the 2 bidders has quoted with the same rate and both became L1 then the bidder having higher average turnover for the last three years will be considered as L1 and further process can be initiated.
- d. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- e. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

5. Negotiations

- a. Balmer Lawrie reserves the right to negotiate with the L1 Bidder. The L1 Bidder 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.
- b. 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. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion.

6. Price Variation

- 6.1 The rates quoted by the successful contractor must remain valid for the entire period of contract, subject to periodical revision of Minimum Wages as declared by State Government . Circular issued by State Government should be submitted as proof for any revision in wages allowances etc. with escalation bill / monthly bill.
- 6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening of the technical Bid.

7. Contract Period

The contract will be for a period of **one year** from the date of issue of LOI or PO or from the date of providing manpower whichever is later. On completion of the contract period **one year** the contract may be extended subject to mutual agreement between the Company and Contractor for a further period of another **one year** on the existing terms & conditions.

8. Factory Visit

The bidder, at the bidder's own cost/responsibility is advised to visit and examine the type of Work and handling conditions etc., and obtain all information and satisfy themselves that may be necessary for preparation and quoting the Tender.

9. Validity of Offer

Your offer should be valid for acceptance for 120 days from the date of opening Technical Bid.

10. Mobilization

The successful bidder shall be required to mobilize the necessary manpower and others within 1 week after notification by BL, a formal communication to that effect shall be given by an authorized person from BL. In case the additional labour is required during the period of the contract, then the contractor shall arrange with in a time period of 12 Hours after notification by BL.

11. ESI/PF/PAYMENT TO THE WORKERS/OTHER STATUTORY OBLIGATIONS

The successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Factories Act, Payment of Wages Act, Minimum Wages Act (notified by Ministry of Labour, Government of India), Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), Payment of Bonus Act and other applicable labour enactments as amended from time to time in respect of personnel deployed by him in company's premises.

The successful bidder shall submit a detailed list of the personnel deployed by him in the company's premises which shall include the name, address, date of birth and nominee details of the personnel deployed. They shall be permitted entry into the company's premises only after being duly verified and issue of entry passes.

The successful bidder shall issue to all personnel deployed by him in the company's premises, photo identify cards duly certified by the company. The same shall be retained by the said personnel at all times during their presence within the company's premises.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender.

The successful bidder / Contractor shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by him in the company's premises and shall keep the company indemnified thereof.

Cost if any, incurred by the company in ensuring statutory compliance with the existing labour enactments as amended from time to time or for any other matter connected with personnel deployed by the successful bidder in the company's premises shall be fully charged to the Contractor.

The personnel deployed in the company's premises by the successful bidder shall be fully qualified in all respects to carry out the activities for which he/she has been deployed.

The successful bidder / Contractor shall equip the personnel deployed by him in the company's premises with all the necessary implements and safety equipment and shall ensure that adequate safety precautions are taken by them while carrying out their work in the factory premises. Also, it is the responsibility of the successful bidder to ensure adherence to environment related requirements by his/her employees at our site.

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of the Company. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards

The payment of bill for services rendered presented by the successful bidder/ Contractor shall be processed only on submission of satisfactory proof of remittance (challans) of statutory dues such as ESI, PF etc. in respect of the personnel deployed by him in the company's premises.

As per provisions under the Contract Labour (Regulation & Abolition) Rules 1971, salary disbursement to the personnel employed by the contractor has to be done in presence of authorized representative of BL. Hence, a wage register has to be maintained at BL by the contractor.

Minimum wages should be paid by the contractor to the workmen and if there are any legal issues arising out of non-payment and if BL is held liable to pay, the successful contractor is required to indemnify Balmer Lawrie for the losses sustained by BL.

Successful bidder has to enroll all the workmen working under contract for PRADHAN MANTRI JIVAN JYOTI BIMA YOJNA AND PRADHAN MANTRI SURKASHA BIMA YOJNA and detail has to submit time to time.

12. Earnest Money Deposit (EMD)

Before the last date and time of bid opening, the bidder is required to submit at the above mentioned address (please refer Notice Inviting Tender) EMD of Rs.30,000/- (Rupees Thirty Thousand only) by way of a bank draft / pay order payable at Mumbai favoring Balmer Lawrie & Co Ltd. The EMD will be interest-free. EMD of the successful bidder(s) will be adjusted against Security Deposit and EMD of unsuccessful bidders will be returned after acceptance of LOI /Order by the successful bidder.

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 order**
- c) **Any unilateral revision made by the bidder during the validity period of the offer.**
- d) **Non submission of Security Deposit.**
- e) **Bidders submitting false/fabricated/bogus documents in support of their credentials**

13. Security Deposit

The successful bidder shall be required to submit within 10 days of issue of LOI/PO, security deposit at the rate of 2% of the contract value by way of Demand draft / PO after adjusting the EMD amount. No interest will be payable on security deposit. Failure to submit security deposit shall entitle Balmer Lawrie to reserve the right to cancel the order without recourse to the bidder and forfeit the EMD. The SD shall be refunded after completion of the contract period. In the event of breach of contract, the SD is liable for forfeiture.

14. Payment Terms

Attendance sheet to be maintained and payment will be processed only for the actual days of attendance. Details of entry in and entry out to be kept by the contractor duly verified and vetted by the security in charge of Balmer Lawrie on a daily basis.

Payment will be made on monthly cycle basis in the following month in 15 (Fifteen) working days after receipt of the same in the accounts department duly certified by company officials with all relevant supporting documents. The bill should be submitted along with necessary statutory documents such as Provident Fund remittance Challans, ESI challans and any other documents which required to be attached with the bill without which payment will not be released.

15. Supervision:

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

The contractor shall arrange to maintain, the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. The Contractor shall submit an attested photocopy of the attendance record and enclose the same with the monthly bill. Such attendance register shall be checked by the Company.

16. Medical check up :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 contractor. The Medical certificate should be submitted for each and every personnel provided by the contractor at the time of deputation. The expenses for the same to be borne by the successful bidder.

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

- 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

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

- Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor within the time period mentioned by the company at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge for the personnel engaged by him and issue them identification cards.
- The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of any work done under this contract, whether under Central or local statutes.
- In case of any theft / loss/ pilferage/damage of Company's property due to any personnel's negligence/act, detailed enquiry will be conducted by the company. If negligence on the part of Personnel is found, the Contractor shall have to accept the liability of loss assessed by Balmer Lawrie & Co Ltd. and it will be recovered from Contractor. The amount is to be deposited by way of Demand Draft in Company's account.
- The labour engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The Labour shall not indulge in any acts of indiscipline, in-subordination or rowdism. While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation in terms of statutory provisions, as the case may be, shall lie on the Contractor only.
- In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

18. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor flouting the conditions, Balmer Lawrie shall be entitled to get the supply from any other firm at the 'Risk & Cost' of the contractor.

19. Alternative Arrangement

In the absence of timely and proper performance, i.e. target vs achievement by the Contractor, Balmer Lawrie reserves the right to utilize the services of any other Contractor without notice at the risk and cost of the Contractor and to recover charges and expenses in excess of the contractual terms from the Contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of Balmer Lawrie for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions even if notice of termination is not served and contract terminated with the Contractor.

20. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

21. Termination of Contract.

The contract can be terminated by either party by giving 3 clear months' notice in writing. However in case of serious breach of contract by the supplier the Company reserves the right to terminate the contract forthwith without notice.

22. Force Majeure Conditions:

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any

claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

23. Liability

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Balmer Lawrie premises. Any damage to life or property inside Balmer Lawrie due to negligence by the contractor's workmen would be to the account of the contractor and same cost will be debited to contractor.

24. Safety to Company's Property

The contractor should ensure that during the time of operation there is no damage to the property, personnel of the company. In the event of such damage same will be repaired / compensated to the company at the cost of the contractor. The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie Premise. Any damage to any life and/or property inside the unit due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the equipments operating inside the unit.

25. Acceptance of Tender

The company reserves the right to accept or reject the offer in part or in full without assigning any reasons whatsoever and /Or to negotiate with tenderer(s) in the manner it considers suitable.

26. Indemnity

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

and another Indemnity Bond (Annexure-V(b) to be given by the outgoing contractor/contractor before his last month bill & final settlement is released by BL

27. 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

28. Purchase preference policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

29. Compliance of GST

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

30. **TDS Compliance : 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BL/LI/TCW-MUM/19-20/047 and hereby confirm our acceptance of the same.

Place:

Signature of Tenderer

Date:

Name & Address

ANNEXURE – 1

PARTICULARS OF THE BIDDER'S ORGANISATION

S. No.	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Name, designation, mobile number, e-mail, Fax no. and any other details of the Contact Person	
5	Year of commencement of business	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
7	Registration No. (Under companies Act)	
8	Registration No. (Under Provident Fund Act,1952)	
9	Registration No. (Under ESIC Act,1948)	
10	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
11	Income Tax PAN no.	
12	GST Registration No.	
13	Complete Details of the Banker, Name, Address, IFSC Code, Bank Code, Account No and Type of Account – Attach a Separate Sheet	
14	Whether registered under NSIC / MSME	

Price Bid Format

Bidders are requested to fill the rates online only and no hard copies will be accepted.

**PART –A
(Residual Factory –Zone- III GOM)
As on 31.12.2019**

Sl. No	Particulars	Handling Workers (Unskilled)	Pickers, Forklift Operators (Skilled)
1	Basic	9000.00	11255.00
2	Special Allowance	470.00	470.00
2.A	Sub Total I	9470.00	11725.00
3	HRA @ 5 %	450.00	562.75
4	PF (12% on sr. no.2A)	1136.40	1407.00
5	EPF Admin (1% on sr. no.2A)	94.70	117.25
6	ESIS (3.25% on sr. no.2A)	322.40	399.35
7	Bonus (8.33@ on sr. no.2A)	788.85	976.69
8	Leave wages (5 % on sr. no.2A)	473.50	586.25
9	MLWB(Rs.72/12)	6.00	6
10	Gratuity 4.81on sr. no.2A	455.51	563.97
11	Pradhan Mantri Jivan Jyoti Bima Yojna 330/annum	28	28
12	Pradhan Mantri Suraksha Bima Yojna 12/annum	1	1
	Sub Total II	3756.36	4648.26
	TOTAL I + II	13226.36	16373.26
	Service charges @ %		
	Total including Service Charges		
	No. of manpower	18	10
	Cost per month		
	Total cost per year		
21	GST @ 18%		
22	GRAND TOTAL		

Note:-

- a. The bidder should quote their rates as per the minimum wages act applicable for Government of Maharashtra. It shall be the responsibility of the contractor to pay Minimum wages to their workmen and compliance in the regard. If there is any claim on Balmer Lawrie on this account, the contractor has to indemnify the company fully including related costs of compliance.
- b. Providing PPE's is the sole responsibility of the contractor, no additional cost will be reimbursed to the contractor towards providing PPE's.

Date:

Signature of Tenderer with Seal

Place:

Name & Address

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/contractors 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.100/- for Gujarat)

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.100/- for Gujarat)

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

Annexure-V(e)

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