

Balmer Lawrie & Co. Ltd.

[A Government of India Enterprise]

SBU – Greases & Lubricants,

Survey No. 201/1,

Sayli, Silvassa-396230

Tel. No. 90990 84731 -Ext 12/30

NOTICE INVITING e-TENDER

Open Tender No. GLS/TE20/009 Date 06/06/2020
Due date of Tender: 16/06/2020 till 5.00 PM
Opening of Technical Bid: 16/06/2020 [5.30 PM]

Online Two Bid e-Tender is invited for providing “Security Services to our Plant located at Survey No. 201/1, Sayli, Silvassa (UT of Dadra and Nagar Haveli and Daman and Diu)” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>.

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

Contact details

Contact Persons of Balmer Lawrie & Co. Ltd.

1. Manager (Purchase)

Contact No. 9099084731 [Ext 12]

e.mail: srivastava.sk@balmerlawrie.com

2-Deputy Manager (HR)

Contact No. : 9099084731 [Ext 30]

Email: bhattacharya.s@balmerlawrie.com

Declaration of GeM:- The tendered item (scope Or service) is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item (both materials & services) on GeM.

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

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd. and for registration and on line bid submission bidders may also contact HELP DESK of M/s C1 India Pvt., Ltd, or they can register themselves on line by logging in to the website <https://balmerlawrie.eproc.in> with their digital signatures. The contact Nos of C1 India P. Ltd & Office Details of C1 India is given below.

| Name | E-mails | Phone Numbers | Availability (1000-1830 Hrs) |
|-------------------------------|--|-----------------|------------------------------|
| Mr. Tirtha Das | tirtha.das@c1india.com | 9163254290 | Mon-Fri |
| Mr. Partha Ghosh | partha.ghosh@c1india.com | 8811093299 | Mon-Fri |
| Mr. CH. Mani Sankar (Chennai) | chikkavarapu.manisankar@c1india.com | 8939284159 | Mon-Fri |
| Ms. Ujwala Shimpi (Mumbai) | ujwala.shimpi@c1india.com | +91-22-66865608 | Mon-Fri |
| Helpdesk Support (Kolkata) | | +91-8017272644 | Mon-Sat |

| Escalation Level | Name | Email ID | Phone Number |
|------------------|-----------------|--|----------------|
| Level 1 | Mr.Tuhin Ghosh | tuhin.ghosh@c1india.com | +91-8981165071 |
| Level 2 | Mr. Ashish Goel | ashish.goel@c1india.com | +91-9818820646 |

C1 India Pvt. Ltd.,
Coral Classic Commercial Complex Society Ltd.,
Unit No. 603, 6th Floor, Near Ambedkar Garden,
20th Road, Chembur (East), Mumbai –
400 071. Tel.No. 022-66865611

1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

A. Instructions for bidders

1. Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited from experienced parties who meet the Pre-Qualification criteria for providing “Security Services” as detailed in Annexure II of this tender for our plant at Silvassa [D&NH].
2. **Please Refer to Annexure –II for detailed requirement.**
3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification/ Technical Bid and Price Bid.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification/Technical bid can be submitted only after the online bid submission.

5. Important points to be noted

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|---|
| 5.1 Due date for online bid submission 16.06.2020 till 5.00 PM |
| 5.2 Online Pre-Qualification / Technical Bid opening 16.06.2020 [5.30 PM] |

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

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

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

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

The successful bidder will be the Supplier.

This document is the Tender.

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

Bid Security / Earnest Money Deposit (EMD)/ Bid Bond – As per Clause no. 1 & 3 of the Special Terms & Conditions of this Tender document.

MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

NOTE :- Bidder having NSIC/MSME Registration needs to attach copy of valid Udyog Aadhar Certificate applicable for the tendered item.

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

Unless otherwise agreed to in terms of the Purchase Order, the price shall be Firm till execution of entire contract.

6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7 of 'B'

7. 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.

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.

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

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

| | | |
|----|--|--|
| 1 | Minimum 10 years experience in providing security services. | Company Registration Copy |
| 2 | No. of Security Personnel on your Rolls as on 1st April, 2015 should not be less than 200 personnel | Audited certified copy |
| 3 | Should have the following orders in the last one year : One order for a value of Rs.40.00 lacs or more or Two orders for a value of Rs.25.00 lacs each Or Three orders for a value of Rs.15.00 lacs each | Copies of Purchase Orders |
| 4 | The security agency must have a valid Licence to engage in the business of Pvt. Security Agency from Commissioner of Police, of respective Area (Silvassa), PASARA license would be needed | Copy of License |
| 5 | Minimum average turnover of Rs.3.00 crores in the last three years | Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies. |
| 6 | Should have contract with minimum 5 reputed Companies (preferably) - Manufacturing/leading Private Sector/Public Sector companies in Western Region | Copies of Purchase Order for last three years / Certificate of Performance from the customer |
| 7 | PF Registration No. | Copy of Certificate |
| 8 | Labour License No. | Copy of Certificate |
| 9 | ESIC Registration No. | Copy of Certificate |
| 10 | Service Tax Registration No. | Copy of Certificate |
| 11 | Company's Permanent Account No. (PAN No) | Copy of Certificate |
| 12 | Group Insurance / Workmen Compensation Policy | Policy copy |
| 13 | 24 Hours Control Room Facility | Self Certificate |
| 14 | Earnest money deposit INR 30000.00 | EMD by way of DD/Pay order /Bank Transfer/Online Payment |
| | 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 (as applicable) - in addition to submission of Registration numbers, bidder has to submit the annual return for preceding FY | Copy of valid documents confirming the criteria |
| | Bidder should have at least one labour licence from any RLC(Central/State) during the last 3 preceding years | Documental Proof |
| | 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. |
| | 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. |
| | Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender | |

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

2. 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.

3. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Annexure I - Prequalification / Technical Bid.
- C. Special Terms & Conditions
- D. General Terms & Conditions
- E. HR and Statutory compliance
- F. Annexure II – Scope of work
- G. Annexure III – Price Bid.
- H. Annexure IV – Draft (Format for “Bank Guarantee for Security Deposit.”)
- I. Annexure V - Conditions for Online Bid submission

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

4. Late Bids

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

5. 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 two weeks from opening of Technical Bid.

6. Bid Rejection Criteria

A bid may be rejected if

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

7. 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*).

8. 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.

9. Complete Scope of Work

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

10. 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 technical specifications, as given in the Tender Document-Annexure – I & II, would invite immediate dis-qualification from further consideration of the bid.

11. 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 III is Price Bid)

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

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

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

c. After submission of bid online, the bidders are requested to submit the demand draft / Bank guarantee towards tender fees and / EMD along with hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our unit at Survey No.201/1, Sayli, Silvassa-396230, UT of D&NH.

C. SPECIAL TERMS & CONDITIONS.

1. Earnest Money Deposit (EMD)/BID BOND

Tenderers are required to pay an EMD amount of Rs 30,000 by way of Demand draft / A/C Payee pay order along with the pre-qualification bid. The DD should be drawn in favour of "Balmer Lawrie & Co. Ltd" payable at Silvassa EMD in the form of Bank Guarantee as per the company's specified format may also be submitted in lieu of DD. Our e-Procurement portal also provide facility to pay Online EMD.

EMD in the form of Bank Guarantee as per the company's specified format may also be submitted. EMD/Security Deposit can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC "HDFC0000074") through electronic transfer and proof of transfer of funds should be deposited with us. EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. EMD of successful tender may be retained as part of security Deposit after taking written acceptance of vendor.

EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. EMD of successful tender may be retained as part of security Deposit.

Balmer Lawrie & Co. Ltd SBU: Greases & Lubricants Tender No. GLS/TE20/009 dated 06/06/2020
Public Sector Undertakings and registered small scale industries are exempted from payment of earnest money deposit. However, registered Small scale units should enclose a copy of their valid registration certificate to make their bid eligible for consideration. Offers /bid received from tenderers' without EMD will not be considered.

Provisions for Micro , Small and Medium Enterprises OR MSME

a) Qualification Criterion : MSME vendor must confirm that UAM No has been uploaded on CPPP website as required by minister vide circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender. b) Micro & small scale manufacturing units, registered under MSME/ NSIC, also complying clause of EMD: in the tender are exempted for submission of EMD amount.

a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

2. EMD is liable to forfeiture in the event of:

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

3. Security Deposit (SD)

Security Deposit amount of 10% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Silvassa or Bank Guarantee **valid for 30 months** in BL's format (**Annexure IV**) 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 paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC "HDFC0000074") through electronic transfer and proof of transfer of funds should be deposited with us.

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

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

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

4. Validity of the Offer:

The offer shall remain valid for a period of three months from the date of opening of the Price Bid which will be normally within 3 weeks from opening of Technical Bid.

5. Payment Terms:

Our payment terms are as follows:

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

- a) Copy of the wage cum muster register duly certified by the authorized representative of the Company at the time of wage payment of the month for which bill is submitted.
- b) Receipted copy of Challans & statement showing individual employee wise contribution amount deposited towards EPF of workmen engaged by him during the previous month.
- c) For claiming Service Tax, the billing to be done on "Service Tax Invoice" with Service Tax Registration number including receipted copy of Service Tax Challan of previous month.

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

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

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

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

7. RISK PURCHASE

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

8. Validity of the Contract :

The Contract if any awarded against this tender will be valid for 24 months (July 2020 to May 2022). The quoted price should be firm throughout the contract period.

D. GENERAL TERMS AND CONDITIONS

9. 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.

10. Scope of Sservice

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

11. Reference for Documentation

Purchase Order Number must appear on all correspondence.

12. 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

13. Payment Terms

a) The terms of payment are as mentioned in Special Terms & Conditions Clause no.5.

b) GST Clause :- "The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.

14. 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.

15. Delays

15.1 Delay in Bidding

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

15.2 Delay in Service

The bidder shall try to render service as mentioned in the scope of work within the stipulated time. Delays in Service will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 10.

16. Delay due to Force Majeure

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

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

17. 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.

18. Control Regulations

Successful bidder warrants that all goods/materials/service covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be

Balmer Lawrie & Co. Ltd SBU: Greases & Lubricants Tender No. GLS/TE20/009 dated 06/06/2020 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/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.

19. Termination

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

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

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

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

20. HR & Statutory Compliances

Purpose of Contract: Providing incidental and Peripheral activity as mentioned in scope.

1. 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.

The employees deployed by contractor shall not under any circumstances be treated or claimed to be treated as an employee or servant of Balmer Lawrie and shall not have any claim of any nature whatsoever on Balmer Lawrie.

2. 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: -

- a) The Factories Act, 1948
- b) Contract Labour [Regulation & Abolition] Act, 1970
- c) Employees Provident Funds & Miscellaneous Provisions Act, 1952
- d) Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
- e) Minimum Wages Act, 1948
- f) Payment of Wages Act, 1936
- g) Payment of Bonus Act, 1965
- h) Payment of Gratuity Act, 1972
- i) Equal Remuneration Act, 1976

- j) The _____(State/Central) Minimum Wages Rules, 1961
- k) The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
- l) The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
- m) The Code on Wages, 2019
- n) The _____(State) Labour Welfare Fund Act, 1953 (if applicable)
{ Any other state/local applicable legislations}

All Bidders must submit an affidavit (Annexure-F) along with the bid as part of Technical Bid/Pre-Qualification criteria.

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

3. The successful bidder shall submit Indemnity Bond as per Annexure- C within 30 days of issuance of Work Order or within 15 days of start of Contract, which ever is earlier, failing which, the first month bill of the Contractor shall not be processed.
4. In case the successful bidder is covered under Labour Laws (Exemption From Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988 & wishes to avail exemptions, then the successful bidder has to submit Affidavit cum Declaration and Indemnity Bond as per Annexure D & E.
5. The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of any work done under this contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules.
6. The Contractor shall be responsible for resolution of all the Local and Statutory Compliances/issues and will be solely responsible to solve and tackle all such issues at his cost.
7. The contractor shall be responsible for timely submission of all applicable statutory returns and provide proof thereof to BL exclusively for the Unit.
8. The successful contractor shall ensure that their employees deployed by them at our plant, being so entitled in that behalf, are covered under EPF and ESI in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 (“the PF 1952 Act”) and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF 1952 Act and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, **failing which Balmer Lawrie & Co Ltd (BLC) shall deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the contractor, from the consideration payable by BLC to the successful contractor as per prevailing rules.** The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC shall further be entitled to deduct clerical charges at the rate of Rs.1,000.00 - on each such occasion from the bills of the successful contractor.
9. The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor’s side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the operation for fabrication of drums and related activities so as to conform to the prevalent law and statutory requirements that may be applicable from time to time.

10. **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.
11. **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) During the course of duty if any personnel is found sick, he shall be immediately withdrawn from duty.
 - (d) The personnel engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The personnel 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.
 - (e) 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.
 - (f) The Contractor shall not employ persons below the age of 18 years and upto maximum 58 years and shall meet all statutory requirements as prescribed from time to time under various laws relating to employment and labour. The Contractors employees are to be supervised by the Contractor's Supervisor only.

12. **Payment**

Contractor has to pay to the personnel their monthly earnings/ salary by transferring to their individual bank account **on or before 4th day** of the following month. **The Contractor shall submit the bills on monthly basis along with the copies of the following documents latest by 10th of succeeding month.**

- a) Monthly bills along with Attendance Register Form B,C,D under CLRA Act) duly certified by contractor supervisor & BL authorised Officer/Competent Authority.
- b) Wages register & proof of payment of Statutory dues of previous month,
- c) Proof of wage payment of the previous month into individual bank account.

d) PF, ESI/Employee Compensation insurance premium receipt and Labour Welfare Fund deposit (as applicable) to be provided for release of payment. Due to any reason if the contractor fails to make payment of Statutory dues within the time limit, no additional payment by way of interest/penalty will be paid to him. Company will pay applicable minimum wages as revised from time to time. After verification of all the above documents towards satisfactory compliance of the statutory payments, the Company will release the payment on 25th day of the following month for which bills have been submitted after deduction of retention money if any.

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

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

- (h) BL shall be at liberty to check / verify monthly pay sheets / records of the contractor to ensure that contractor is paying as per applicable Minimum Wages and all statutory obligations are complied with.

13. **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-A) to be given by the successful bidder at the time of awarding of contract**

14. **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 non compliance of any applicable statutory provisions. The decision of the company will be binding.
- (b) Upon termination of the contract or on expiry of the period of the contract, the Contractor 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 contractor. The Company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the Contractor at the premises of the Company will be considered as trespass by the contractor.
- (c) The Contract will be terminated if the Contractor 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 Contractor.
- (iv) If the Registration/License by the appropriate authority is cancelled or withdrawn.
- (v) If the Contractor abandons the work.
- (vi) Distress execution of any other legal process being levied on or upon the Contractor's "goods" "persons" and assets.
- (vii) If the Contractor or any person employed by the Contractor, 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 Contractor 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 Contractor in the event of such termination.
- (x) If the Contractor fails to comply with any obligation as mentioned hereinbefore.
- (xi) If the Contractor 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)}, the Company reserves the right to get the balance work executed through alternate source(s) at the risk and cost of the Contractor and the Security Deposit of the Contractor shall stand forfeited.

- (xii) On termination of the contract, the contractor shall ensure prompt withdrawal of their personnel / employees deployed by them from the company's premises and shall ensure peaceful hand over of the charge of the arrangements back to the company or to such personnel / organization as directed by Company. Further, the Contractor shall submit an Affidavit Cum Declaration Certificate & Indemnity Bond as per Annexure A & B before his last month bill & final settlement is processed by BL. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the contractor at the premises of the company will be considered as trespass.

15. **Holiday and Annual Leave:** The contractor has to allow his personnel deployed paid holidays annually and national holidays (3 national holidays-26th January, 15th August and 2nd October) in consultation with the Officer In Charge. Encashment of Annual Leave with wages shall be disbursed at least annually before Diwali/ local customary practices and before the end of the contract. Related documents/records to be submitted to Balmer Lawrie.
16. 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.
17. The bidder shall depute the necessary manpower as mentioned in the scope of work within the stipulated date and execute as per the validity of the contract. Delays in deputation/non execution of contract will attract Risk Purchase as mentioned in Special Terms & Conditions.
18. 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.
19. The Appointment letter issued by the contractor to its employees should be for a fixed period & the said fixed period shall be the duration of this contract with the end date specifically mentioned in the Appointment letter.
20. BL will have privacy of contract with the contractor and will give instructions to them only and will have nothing to do with the employees or conditions governing their employment with the contractor.

21. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Silvassa** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & Conciliation 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 **Silvassa** 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

22. CONTRACT LABOUR REGULATIONS

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

23. PAYMENT OF MINIMUM WAGES

- a) The Contractor will pay applicable minimum wages as prescribed / revised / made applicable by the appropriate Government at the location of the factory from time to time, at rates prescribed for different categories of workmen engaged by him.
- b) As per the applicable Minimum Wages Act, the basic wages are subject to revision from time to time within the contract period. The rates shown in the Price Bid are the current rates. The same will be revised on receipt of Circular issued by the respective Government.
- c) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

24. PAYMENT OF WAGES

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 4th day after the last day of wage period in respect of which the wages are payable.

25. PAYMENT OF BONUS

The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel. Bonus should be disbursed before Diwali or before the close of the contract. Relevant registers, returns and evidence of disbursement to be submitted on time and shared with Balmer Lawrie against which reimbursement shall be made.

26. EMPLOYEE'S STATE INSURANCE CORPORATION

All the personnel deployed by the Contractor must carry their ESI cards. ESI payments must be submitted by the contractor 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 Contractor and be produced during any inspection on being called for. In case of any eventuality the contractor would be solely responsible for arranging all nature of support from ESI authorities to the engaged Security personnel and beneficiaries. The company would have no liability of any nature on such account.

27. GRATUITY

Gratuity payment, if applicable for the contractor's employee, the payment for the same shall be made by the contractor and the bill along with supporting documents has to be submitted for claiming reimbursement from the company

28. EMPLOYEES PROVIDENT FUND

- a) The contractor should ensure payment to PF authority within stipulated payment date. Any penalty arising out of late payment or non payment will be on contractors account.
- b) The Contractor will have to submit every month along with his bill, receipted copies of the following :-
 - [1] Challans for amount deposited towards EPF of workmen engaged by him during the period.
 - [2] **ECR** showing employee wise detail of contribution towards PF (both employers/employees contribution
 - [3] The contractor 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 along with next months bill. Non submission of the aforesaid Forms and/or any discrepancies in the aforesaid contribution will lead to deduction from the contractors bill till evidence of satisfactory compliance.

- c) The Contractor shall contribute towards EPF in respect of employees engaged by him at the rates, which are in force from time to time under the EPF & Misc. Provisions Act.
- d) The Contractor will maintain register / records and nomination forms required under the EPF & Miscellaneous provisions act in respect of all the employees engaged by them with their Manager in the site office in original and the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract. The Contractor should also maintain copies of all related documents in their Registered Office.
- e) Every year Contractor will arrange distribution of Annual Statement of PF to all his employees.
- f) The parties hereto expressly declare that the existing rate of contributions to the employees provident fund by employer (the contractor) and the employees is 12% respectively of the total wages plus administrative charges of 1% thereon to be borne by the contractor in its capacity as "employer".

29. SUSPENSION OF WORK:

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

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

Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Officer-in-Charge in any notice of Suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor).

30. TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR

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

31. CONFIDENTIALITY / SECRECY

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

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

32. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

33. NOTICES

- a) Any notice/communication sent by one party to the other through Registered Post/ E-Mail to the address/ e-mail ID as mentioned in the tender document shall be considered sufficient proof of delivery to the other party.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- c) All valid notices/communications addressed to the Contractor shall be signed by the Factory Manager.
- d) All valid notices/communications addressed to Balmer Lawrie by the contractor shall be signed by the Contractor/ Proprietor/ Partner/Authorised Representative only.

34. Force Majeure Clause

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, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Regional Administrative Head, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement

35. Termination

- (a) The contract can be terminated by giving three months' notice by either party in writing.
- (b) BL may terminate immediately the contract of any part thereof by a written notice to the bidder if -
 - (i) The bidder fails to comply with any terms and conditions of the Contract
 - (ii) Deterioration in the quality of service and complaints of which the Company will be the sole judge.

- (iii) The bidder informs BL of its inability to deliver the item / service or any part thereof within the stipulated Delivery / Contract period or such inability otherwise becomes apparent.
- (iv) The bidders become bankrupt or goes into liquidation
- (v) The bidder has misrepresented to BL acting on which misrepresentation, BL has placed the Purchase Order on the bidder
- (vi) Non compliances of statutory requirements

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply / service as per the Purchase Order and vacate the company premises.

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

36. Penalty Due to Non-performance

In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "**Risks and Cost**" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

In case of damage to employee and property by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the Officer in Charge or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's '**Risk and Cost**' and charges on account of such losses will be fully recovered from Contractor's bills.

37. 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.

38. Each page need to sign and stamp by the successful bidder.

NOTE: Wherever any dispute regarding the job arises, the decision of BL would be final and binding on the bidder.

I / We accept all your terms and conditions as stated above.

| | | |
|--------------|-------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

ANNEXURE A

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

INDEMNITY BOND

(To be submitted by Successful bidder)

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

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

Balmer Lawrie & Co. Ltd SBU: Greases & Lubricants Tender No. GLS/TE20/009 dated 06/06/2020
currently or amended from time to time in terms with the mandatory requirements imposed by
the statutory bodies functioning under the relevant LABOUR LEGISLATION.

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

Place:

Date: / /

Witness:

Accepted by:

ANNEXURE 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/-)

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

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 non payment of any dues or claim of any workman employed by us directly or though 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 _____ | Signature of Authorised Representative of M/s. |
| | Name _____ | Name : |
| | Designation: | Designation..... |

| | |
|----|-------------------|
| 2. | Signature _____ |
| | Name _____ |
| | Designation |

ANNEXURE C

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

Signature : _____
Name : _____
Date : _____
For the month : _____

Annexure 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 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

ANNEXURE – F

AFFIDAVIT FORMAT FOR STATUTORY COMPLIANCE

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

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. Equal Remuneration Act, 1976
9. The Inter State Migrant Workmen (Regulation of employment and conditions of service) act 1979
10. The Maternity Benefit Act 1961 and Rules

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

Signature : _____
Name : _____
Date : _____

ANNEXURE VI

K. PRICE BID – to be filled by BIDDER –

Price bid format for Carrying out security job at Greases and Lubricants, Balmer Lawrie and Co, Survey No 201/1, Sayli, Silvassa.

| Code | | Security Guard (Semi Skilled) | Fireman | Gunman | Supervisor |
|------|--|-------------------------------|------------------|------------------|------------------|
| B | Basic (for 26 days) | 7176 | 7384 | 7384 | 7384 |
| V | VDA | 1102.4 | 1102.4 | 1102.4 | 1102.4 |
| W | Sub Total 1 | 8278.4 | 8486.4 | 8486.4 | 8486.4 |
| H | HRA @ 5% on W (to be quoted by vendor) | | | | |
| A | Sub Total 2 | 8278.4 | 8486.4 | 8486.4 | 8486.4 |
| P | PF @ 13% of W(amt) (Rs) | 1076.19 | 1103.23 | 1103.23 | 1103.23 |
| E | Workman Compensation / insurance @4.2% of A or ESIC (in case of WC to be reimbursed on actuals after submission of bill) | 347.69 | 356.43 | 356.43 | 356.43 |
| B | Bonus @ 8.33% of W | 689.59 | 706.92 | 706.92 | 706.92 |
| NH | National Holiday @1% Of W | 82.78 | 84.86 | 84.86 | 84.86 |
| AL | Annual Leave with wage @4%of W | 331.14 | 339.46 | 339.46 | 339.46 |
| G | <u>Gratuity@4.81%on W</u> | 398.19 | 408.20 | 408.20 | 408.20 |
| UA | Uniform Allowance @3% of W | 248.35 | 254.59 | 254.59 | 254.59 |
| WA | Washing Allowance Fixed (to be filled in by bidder) | | | | |
| T | Sub Total 3 | 11452.34 | 11740.09 | 11740.09 | 11740.09 |
| SC | Service Charge Fixed (to be filled in by bidder) | | | | |
| R | Relieving Charges@16.67% of T | 1909.10 | 1957.07 | 1957.07 | 1957.07 |
| SC | Sub Total 4 | 13361.44 | 13697.158 | 13697.158 | 13697.158 |
| RG | Rank/ Gun Allowance [Fixed Basis] | 0 | 2000 | 3000 | 2000 |
| GT | Grand Total (Billing Rate Rs/Month] | 13361.44 | 15697.16 | 16697.16 | 15697.16 |
| | No. Manpower in Each Category | 18 | 2 | 2 | 3 |

**** Minimum Wages are due for revision w.e.f**

01.04.2020

**** Bidder to quote for washing allowance, HRA and service charge**

**** Manpower to be provided in line with the provisions of the act**

Instruction for bidders: -

Bidder has to ensure that Minimum wages quoted in the price bid should not be less than the applicable Minimum Wages prescribed by the Union Territory of DNH from time to time.

- In the event of the bidders putting in the Basic + DA & all other components of Minimum wages of less than the prescribed Minimum Wages Circular as mentioned above, their bids will be cancelled and not considered for further evaluation.
- The successful bidder shall be reimbursed the amount based on the prevailing minimum wages from time to time as per the revision by the Government Authority.
- HRA, Washing allowance and service charge are to be provided by the service provider.

Balmer Lawrie & Co. Ltd SBU: Greases & Lubricants Tender No. GLS/TE20/009 dated 06/06/2020

- Service Charges would be fixed for the entire period of contract. No escalation will be considered during the entire contract period.

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 | |

MINIMUM WAGES NOTIFICATION**As per attachment.****SCOPE OF WORK**

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

2] Requirement of Security Personnel FOR **GREASE & LUBRICANTS SILVASSA**

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

| Sr.No. | Security Supervisor / Guard | Requirement per day in numbers (in 24 hours) | In each shift of 8 hrs |
|--------|-----------------------------|--|------------------------|
| 1 | Security Supervisor | 3 | 1 |
| 2 | Security Guard | 18 | 6 |
| 3 | Security Gun Man | 2 (in B & C shift) | 1 |
| 4 | Security Fireman | 2 (in A & B shift) | 1 |

The numbers indicated above against each designated positions in all three shifts including General Shift. Numbers of Security Supervisor/Guards/Fire Man indicated are total number of guards per day. However, the numbers may vary during the period of contract. The company reserves the right to increase/decrease the security personnel. The security agency shall provide extra security personnel as desired by the company at the factory premises on 48 hours notice. The personnel deployed would be working for not more than 26 days in a month.

3] The Security Supervisors should preferably be an Graduate / Class XII and should **have minimum 5 years experience** in security. They should be qualified with good power of command and should be knowledgeable in maintaining records relating to security arrangements of an Industrial Unit.

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

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

The Security Guard Gun Man should have a valid licence.

4] Personnel to be deployed are necessarily required to be well trained/experienced in all respects to perform security services effectively such as safety/frisking/checking of vehicles/identifying hidden weapons and also related emergency services such as fire/flood/electrical, etc to protect the property and employees/visitors in the company premises.

5] The security agency will be responsible to provide trained and experienced personnel and/or trained civilian guards who are trained in security and fire safety services as required by the company.

6] The security personnel posted at our locations are to have a good physique and should be free from any contagious and infectious diseases. The Medical certificate should be available on

Balmer Lawrie & Co. Ltd SBU: Greases & Lubricants Tender No. GLS/TE20/009 dated 06/06/2020
demand for each and every security personnel provided by the agency. Annual health check up report of the personnel deployed will be given by the security agency and the cost is to be borne by them only.

List of investigation/ examinations to be part of pre-employment medical check-up for new personnel deployed

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

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

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

| Sr.No. | Designation | Preferred Qualification | Minimum Experience |
|--------|------------------------------------|--|--------------------|
| 1 | Security Supervisor | Graduate/Class XII | 5 years |
| 2 | Security Guard / Gun Man / Fireman | Trained civilian/12 TH standard | 5 years |

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

- 10] The successful security agency fulfilling all the eligibility criteria and also the general conditions in the tendering process will take charge of the security services on receipt of confirmation.
- 11] The Security services required are for 24 hours and 7 days in a week on 8 hours per shift basis. Security guards / Gun Man / Fireman / Security Supervisors working beyond 8 Hrs per shift will have to be paid Over Time. No security guards / security supervisor will be allowed to work beyond 12 hrs. The security agency should ensure manning of all posts and maintaining services at all times. The need of reliever, if any, shall be taken care of by the security agency.
- 12] The company will have privacy of contract with the security agency and will give instructions to them only and will have nothing to do with the guards/supervisors or conditions governing their employment with the security agency.
- 13] The company will make reimbursement towards monthly security service charges as mentioned in point No. 5 of special terms and conditions. Notwithstanding the above, the agency will be required to make payment of wages to their staff engaged in our premises within the stipulated due dates prescribed by the statute and submit documentary evidence along with the bill.
- 14] As a prime requirement, the security agency shall have a responsible person who will be authorized to take spot decision and also accessible since security services being sensitive in nature. The address, name of contract person with phone/mobile should be clearly mentioned.

- 15] The security agency will be required to abide by all statutory compliances at Silvassa and rules framed there under and / or any notification on the subject. The security services shall be effecting payment to the security guards, Fireman and supervisors wages / salary per month which shall be as per Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T
- 16) The security agency should submit all applicable statutory returns and provide proof thereof to the Company exclusively for the Unit. Agency must have all the applicable Statutory Registrations / Licence like Contract Labour Act, Service Tax, PF, ESI, Employees Compensation Act, and other Labour Laws **(Attach Proofs with the Quotation)**.
- 17) The successful security agency shall ensure that their employees deployed by them at our plant, being so entitled in that behalf, are covered under EPF, ESI or WCI in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 ("the PF 1952 Act") and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF 1952 Act and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, failing which Balmer Lawrie & Co Ltd (BLC) shall deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the Security agency, from the consideration payable by BLC to the successful security agency as per prevailing rules. The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC shall further be entitled to deduct clerical charges at the rats of Rs.400.00 - on each such occasion from the bills of the successful security agency.

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

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

- 25) The security agency will indemnify the company, its officers, employees and workmen against any loss or damage to property or otherwise by reason of any act or omission on the part of the personnel deployed by it and shall make good such loss or damage.
- 26) The guards or any person deployed by security agency shall not under any circumstances be treated or claimed to be treated as an employee or servant of the company and shall not have any claim of any nature whatsoever on the company.
- 27) The security agency shall adhere to the rules framed by the company from time to time.
- 28) The agreement / contract can be terminated earlier by either party by giving one calendar month's notice. However, the company reserves the right to terminate the contract forthwith in case of serious breach of contract and the decision of the company will be binding.
- 29) On termination of the contract, the security agency shall ensure prompt withdrawal of their personnel / employees deployed by them from the company's premises and shall ensure peaceful hand over of the charge of security arrangements back to the company or to such personnel / organization as directed by Company. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the security agency at the premises of the company will be considered as trespass.

DETAILS OF BIDDER :-

The following information to be furnished by the bidder –

1. Name of the Security Agency:

2. Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited Company:

3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)
 - Registered Office:
 - Branch Office (quoted against this tender) :
 - Factory/Go down/Workshop :

4. Year of Establishment

Date of Registration (With Photo Copies)

Registration No.

Year of Commencement of Operations

5. Details of business activities including that of Sister Concerns, if any

5. Information on manpower engaged with the Tenderer such as :-
 - a) No. of Supervisors
 - b) No. of Security Guards
 - c) No. of employees employed
 - Permanent
 - Temporary

6. List of existing Companies where security personnel have been engaged. Copies of order / references to be attached.

7. Annual turnover in the last 3 years (copy of balance sheet/income tax certificate to be attached as proof)

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

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

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

12. EMD PARTICULARS :

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

ANNEXURE III

F. PRICE BID – to be filled by BIDDER

As per Online Format given.

ANNEXURE- IV

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

Balmer Lawrie & Co. Ltd.
Survey No.201/1,
Sayli,
Silvassa – 396230.

Dear Sir,

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

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

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

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

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

Yours faithfully,

Dated:

ANNEXURE-V

CONDITIONS FOR ONLINE BID SUBMISSION

1.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

| Name | E-mails | Phone Numbers | Availability (1000-1830 Hrs) |
|-------------------------------|--|-----------------|------------------------------|
| Mr. Tirtha Das | tirtha.das@c1india.com | 9163254290 | Mon-Fri |
| Mr. Partha Ghosh | partha.ghosh@c1india.com | 8811093299 | Mon-Fri |
| Mr. CH. Mani Sankar (Chennai) | chikkavarapu.manisankar@c1india.com | 8939284159 | Mon-Fri |
| Ms. Ujwala Shimpi (Mumbai) | ujwala.shimpi@c1india.com | +91-22-66865608 | Mon-Fri |
| Helpdesk Support (Kolkata) | | +91-8017272644 | Mon-Sat |

Or

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

Mr Shobhit Srivastava Mob.09099084731 [Ext 12/30] -srivastava.sk@balmerlawrie.com

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

Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 2000 Professional
- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

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

Procedure for Bid Submission

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

Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay 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.

TENDER CANCELLATION CLAUSE: Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

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.