



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

**[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707**

**Phone No 2724 0466 /2724 2988, Fax No. 2724 2943**

**E-mail: [koli.ka@balmerlawrie.com**

**CIN - L15492WB1924GOI004835**

**TENDER NO: BL/CFS/MUM/704**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**[PROVIDING IT SUPPORTS FOR RFID OPERATIONS\_]**

**DUE DATE & TIME: [ 24 /07/2020 AT. 5.00 hrs]**

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## NOTICE INVITING TENDER

Online bids in single bid system are invited from the registered Vendors in our CFS or any other units of Balmer Lawrie and who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions”, for undertaking the subject contract **[PROVIDING IT SUPPORTS FOR RFID OPERATIONS AT OUR CONTAINER FREIGHT STATION ,DRONAGIRI, NAVI MUMBAI ]**.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder’s credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	<b>PROVIDING IT SUPPORTS FOR RFID OPERATIONS</b>
2	Tender No	<b>BL/CFS/MUM/704 DT. 20/07/2020</b>
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	<b>Two years</b>
5	Tender Fee	<b>Not applicable</b>
6	EMD	<b>Rs. 10000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>20/07/2020 17.00 Hrs.</b>
	b. Closes on	<b>24/07/2020 17.00 Hrs.</b>
8	Opening of Tenders	<b>24/07/2020 17.30 Hrs</b>

### **1 LIST OF DOCUMENTS TO BE UPLOADED**

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Income Tax PAN number
- d. GST Registration Number
- e. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last 3 years.

**In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.**

### **2 VERIFICATION OF DOCUMENTS**

- a) Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b) Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c) Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.

- d) Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e) Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f) Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.[10000/- (*Rupees Ten thousand only*)] by Demand Draft/Pay Order at our above address. The DD/PO EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at [Mumbai]. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. **However EMD is exempted for Small Scale Units registered with NSIC/MSMED on submission of valid registration certificates. SC/ST category having MSMED /NSIC certificates should specifically mentioned. MSME Vendor should declare UAM number on CPPP( Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original instruments/drafts/documents should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

#### **1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

#### **1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders may contact the following resource persons for any assistance required in this regard.

BI Help desk Details.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163264290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981166071	

## 1.2 Digital Certificate authentication

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

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

## 2. Special Note

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- 2.2 Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- 2.3 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.4 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- 2.5 Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 2.6 The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**3. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.

The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

## **SCOPE OF WORK**

The assignment under this tender shall constitute providing the required IT/Computer System Support Services for round-the-clock manning of the CTMS in the CFS, which shall inter alia include the following job responsibility areas:

- i) Scanning of the RFID tags before fixing of the same on the incoming containers.
- ii) Entering scanned RFID tag data and respective container number in computer system.
- iii) Collection of tags before exit of container and updating data in computer system.
- iv) Compilation, reconciliation and updating of data as per requirement.
- v) Providing technical assistance in smooth running of the CTMS.
- vii) Segregating defective tags and keeping these defective separately so that it should not be mixed with working tags.

The job responsibility areas noted above are illustrative and not exhaustive, and the vendor shall provide the related support for proper accomplishment of the tasks as and when required as well as vendor should provide support for any additional IT related job or any work as instructed by Balmer Lawrie official for smooth operation of our CFS.

## GENERAL TERMS AND CONDITIONS

### 1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. **[10,000/-]** *MSMED/ NSCIC Parties are exempted from payment of EMD*
- b) Bidder should be register vendor with Balmer Lawrie & Co Ltd Container Freight Station, Dronagiri, Navi Mumbai or any other unit of Balmer Lawrie & Co. Ltd.
- c) Bidder Should have minimum average turnover of **Rs. 8.00 Lakhs** during the last 3 financial years. [*Copy of Certificate of Chartered Accountant Or Audited P&L Account/Balance Sheet copies to be enclosed*].
- d) *Bidder should not be black listed by any PSU or Govt. Department. Self declaration regarding not black listed by any PSU or Govt.Dept. is required.*
- e) *Bidder should have ESI/PF registration.*
- f) *Bidder should have GST Registration number.*
- g) *Bidder should have at least three year working experience of similar work or any IT related job. Copies of Work order or completion certificate should be submitted.*

### 2. Submission Of Bids

The bids should be submitted in single bid process i.e. Technical / Commercial Bid [Unpriced] bid with Price bid

For Price Bid, only the rates are to be submitted as per given format.

### 3. Tender Opening

Unprice and price bid will be opened as per tender calender .

### 4. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.



4.3 Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

4.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

## **5. Negotiations**

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

4.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

## **6. Price Variation**

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.

6.2 The offer shall be valid for a period of minimum 60 days from the date of opening the price Bid.

## **7. Notification Of Award**

Prior to the expiry period of Bid validity, BL will place purchase order or letter of indent on the successful bidder(s).

## **8. Contract Period**

The contract will be for a period of **[24 months effective from 01.08.2020]** or such date as may be mutually agreed. On successful completion of initial contract period of 24 month, contract can be extended for further period of one year on same rate, terms and conditions if mutually agreed.

## **9. Security Deposit / EMD**

The successful bidder has to submit interest free security deposit of Rs.40000/- by way of DD/PO drawn in the name of Balmer Lawrie & Co.Ltd payable at Mumbai / Navi Mumbai. This security deposit will be retained till completion of the contract/extended contract period. The Earnest Money Deposit of the successful bidder can be adjusted against security deposit . The EMD of unsuccessful bidder shall be returned after finalization of the contract.

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

- a) **Withdrawal of offers during validity period of the offer**
- b) **Non acceptance of orders by the bidder within the stipulated time after placement of order.**
- c) **Any unilateral revision made by the bidder during the validity period of the offer.**
- d) **Non submission of Security Deposit.**
- e) **Bidders submitting false/fabricated/bogus documents in support of their credentials**

#### **10. Sub-letting of Work**

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

#### **11. Special Instruction**

The User Id and Password provided to the vendor's personnel shall be used only as per permissible rules. The data pertaining to work should be **treated as highly confidential/secret** and the same should not be divulged to any outsider. In the event of any such divulgence, the same shall be taken as a **"breach of trust"** inviting action as per the prevailing laws. Our Company shall not bear liability of any kind towards personnel and/or any sub-vendor/sub-contractor engaged by the vendor for execution of the contract assigned under this tender

#### **12. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** 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 **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

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

#### **13. Manpower :**

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

It is clearly understood that the employee engaged by the Contractor are his own workmen and not employees of the Company. Contractors employees should not ask any salary or job or any favour from BL. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards. BL will not responsible for any IR related issues with the contractors personnel.

#### 14. Purchase preference policy for MSE Vendors

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

#### 15. Compliance of GST

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

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

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

**TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.**

**Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.**

#### STATUTORY COMPLIANCES

Purpose of Contract: Providing incidental and Peripheral activity to the business as mentioned in scope of work.

#### 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, as applicable including but not limited to the following and their re-enactments/amendments/modifications: -

- a) Contract Labour [Regulation & Abolition] Act, 1970
- b) Employees Provident Funds & Miscellaneous Provisions Act, 1952
- c) Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
- d) Minimum Wages Act, 1948
- e) Payment of Wages Act, 1936
- f) Payment of Bonus Act, 1965
- g) Payment of Gratuity Act, 1972
- h) Equal Remuneration Act, 1976
- i) The Maharashtra Minimum Wages Rules,
- j) The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
- k) Professional tax(if applicable)
- l) The Code on Wages, 2019
- m) The Maharashtra Labour Welfare Fund Act, 1953 (if applicable)

{ Any other state/local applicable legislations }

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 format attached herewith 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. Another Indemnity Bond (Annexure-D) to be given by the outgoing contractor before his last month bill & final settlement is released by BL.
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 E & F.
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/business.
8. The successful contractor shall ensure that their employees deployed by them at our office, 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 rates 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 contract operation 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 work safely at all times on duty and the same is to be ensured by the Bidder/Contractor and follow all safety instructions written, verbal or implied. 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.

#### **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 labour engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The Labour shall not indulge in any acts of indiscipline, in-subordination or rowdism. While being on duty, if the Contractor’s workmen sustain any injury, the responsibility for providing treatment or payment of compensation in terms of statutory provisions, as the case may be, shall lie on the Contractor only.
- (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 upto maximum 58 years and shall meet all statutory requirements as prescribed from time to time under various laws relating employment of labour. The Contractor's 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 4<sup>th</sup> day** of the following month. **The Contractor shall submit the bills on monthly basis along with the copies of the following documents latest by 10<sup>th</sup> of succeeding month.**

- a) Monthly bills along with Attendance Register Form B,C,D under CLRA Act) duly certified by contractor supervisor & bill authorised by BL Officer-In-Charge.
- 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. 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) All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.
- (d) 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.
- (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-C) to be given by the successful bidder at the time of awarding of contract and another Indemnity Bond (Annexure-D) to be given by the outgoing contractor before his last month bill & final settlement is released by BL.**

**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/ organization 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.
- xii. 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.
- xiii. 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 C1 & D 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. Annual Leave:** The contractor has to allow his personnel seven (7) paid holidays annually and national holidays (3 national holidays-26th January, 15th August and 2nd October) in consultation with the Officer-In-Charge. 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 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 location 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. CONTRACT LABOUR REGULATIONS**

- a. If applicable, 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.

## 22. PAYMENT OF MINIMUM WAGES

- a) The Contractor will pay applicable minimum wages as prescribed / revised / made applicable by the appropriate Government at the location 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 contractor has to pay the Minimum Wages as revised from time to time.
- c) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

## 23. 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.

## 24. 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.

25. **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.

## 26. **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

## 27. **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"

## **28. 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).

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

- 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.
- 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.
- 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.

- 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.

### **30. 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.

### **31. APPLICABLE LAW**

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

### **32. NOTICES**

- 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.
- A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- All valid notices/communications addressed to the Contractor shall be signed by the Factory Manager.
- All valid notices/communications addressed to Balmer Lawrie by the contractor shall be signed by the Contractor/ Proprietor/ Partner/Authorised Representative only.

### **33. 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

### **34. 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.

**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.

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

### **DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/704 DT. 20/07/2020 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

**PARTICULARS OF THE TENDERER'S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate enclosed	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

**PRICE BID**

**SUB : PROVIDING IT SUPPORTS FOR RFID OPERATIONS**

Tenderer should quote the rate as follows:

Sl.No.	Description	Month	Rate per Month	Total
1.	CONSOLIDATED MONTHLY RATE FOR PROVIDING IT SUPPORTS FOR RFID OPERATIONS	24		
2.	GST			
3.	Total with GST			

Total Amount in words Rs. \_\_\_\_\_

Place \_\_\_\_\_

Signature of Tenderer

Date \_\_\_\_\_

Name & Address



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

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

CERTIFICATE OF CONTRACTOR COMPLIANCE

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

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

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

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

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

**INDEMNITY BOND**

I, ....., Designation ..... of M/s. .... Address -  
..... Hereby declare and certify that we have employed workmen in connection  
with the Executing of the contract job awarded to us vide work order No. .... dated .....  
For Work of ..... At. .... And all  
the Contractor's labours have been fully paid their dues of wages, allowances, compensation and any other amount  
due to them under Minimum Wages Act, Payment of Wages act, Workmen's Compensation Act, Payment of Bonus  
Act, The Code of Wages 2019 or any other relevant acts and rules made their under of the Central or State Govt.  
of the time being in force and / or under any bipartite / tripartite agreement or any award of any Labour Court or  
Tribunal or Arbitration, as the case may be and further declares that no dispute as to the wages, compensation,  
bonus or any allowance is pending in respect of any workman employed by us. The work awarded was commenced  
on \_\_\_\_\_ and/or completed on \_\_\_\_\_ or likely to be completed by \_\_\_\_\_. We further  
declare that we have fulfilled and discharged all the obligations under Contract Labour (Regulation and Abolition)  
Act, the Inter-state Migrant Workman (Regulation of Employment and Conditions of Service Act), Employees  
Provident Fund and Misc. Provisions Act and other relevant acts and rules of the Central and the State Govt. for  
the time being in force.

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

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

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ]**

**Tender No : BL/CFS/MUM/704 Dt. 20/07/2020**

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

Name \_\_\_\_\_

Signature of Authorised Representative of

M/s. ....

Name : .....

Designation: .....

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

Name \_\_\_\_\_

ANNEXURE V(c)

Indemnity Bond to be given by the successful bidder at the time of awarding of contract.

**INDEMNITY BOND**

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

This DEED OF INDEMITY 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.

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ]**

**Tender No : BL/CFS/MUM/704 Dt. 20/07/2020**

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

Place:

Date:    /    /

Witness:

\_\_\_\_\_

Accepted by:

\_\_\_\_\_

(For, Principal Employer)