



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

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TENDER NO: BL/CFS/MUM/715 dt 24/10/2020

CIN - L15492WB1924GOI004835

TECHNICAL / COMMERCIAL BID

Tender Document for

[Maintenance and Repairs of Empty Containers at our CFS ,Dronagiri, Navi Mumbai]

DUE DATE & TIME: 07/11/2020 [at 5.00 Pm]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Scope of Work	8
4	General Terms and conditions	10
5	Declaration accepting terms & conditions by bidder	32
6	Particulars of the organization	33
7	Price Bid	34

NOTICE INVITING TENDER

Online bids in two bid system are invited from the reputed and experienced parties who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract for “**Maintenance and Repairs of Empty Containers at our Container Freight Station at 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	Maintenance and Repairs of Empty Containers at our CFS at Dronagiri, Navi Mumbai
2	Tender No	BL/CFS/MUM/715
3	Validity Of Offer	120 days from the date of opening of the tech.bid
4	Contract Period	one year
5	Tender Fee	nil
6	EMD	Rs. 100000/-
7	Downloading / Submission of Tender :	
	a. Starts on	24/10/2020 AT 3.00 PM
	b. Closes on	07/11/2020 AT 5.00 PM
8	Opening of Tenders	07/11/2020 AT 5.30 PM

GeM Declaration

Maintenance and Repairs of Empty Containers sare not available in GeM.

Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .

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. 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.
- b. Income Tax PAN number
- c. GST Registration Number
- d. 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 submit an interest free EMD of Rs.[100000/- (*Rupees one lakh 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/Navi Mumbai]. Parties with Valid MSMED/ NSIC Certificates is exempted from EMD. SCT/ST Category having MSMED/NSIC certificate should specifically mention. 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. EMD amount will also be accepted in the form of Bank Guarantee in the prescribed format of the company

Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical documents, original instruments/drafts 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 : blsupport[at]c1india[dot]com Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66866608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

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. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

“Any amendment /corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interest vendors should regularly visit these websites for updation “

The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

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

NOTE : THIS IS NO SPLIT TENDER.

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.

SCOPE OF WORK

The successful tenderer shall have to undertake the following work:

1. Cleaning and Sweeping of Empty containers
2. Water Washing/ Chemical Washing of empty containers
3. Survey of empty containers at the time of arrival as well as at the time of gate out and preparing of EIR along with photographs. Also includes survey of Dock destuff containers of major shipping lines such as Wan Hai, One line , Inter Asia, ,Sarjak, SCI, Hyundai, Econ ,CU Line, Evergreen and any new Shipping Line as per CFS requirement , preparation of EIR /photographs etc.
4. Sending estimates to shipping lines on behalf of BL , after survey and inspection of Empty Containers.
5. Undertaking repairing of empty containers after obtaining approval from shipping lines.
6. On Line MNR Updation on Shipping Line web site.
7. Maintaining Proper records for Gate IN, Gate Out, Repairs, Stocks and Sending Daily reports of Daily Empty Yard Activities.
8. Ensuring proper placement of empty containers for repairs and also ensuring proper stacking of empty containers to follow FIFO system at the time of delivery.
9. Ensuring quick Loading / unloading of empty containers without any detention of vehicles to avoid any complaints from Shipping Lines.
10. To generate Pre-Advise for Export empties containers and to take out print out of FORM 13.
11. To ensure that empty container should be repaired within 24 hours after getting approval from shipping line. Prompt reporting of AV stock should be done without delay.
12. Penalty from shipping line on any reason such as not repairing as per approval received, mistake done while generating pre-advise, wrong movement of empties etc. will be on bidder account.
13. To ensure deployment of sufficient manpower depends on volume of work. (At least 15 persons in maintenance and repairing team and 10 persons in Survey and official work such as estimation, daily reporting, on line updation , maintenance of record etc.).Proper care should be taken to increase required manpower depending on actual requirement.
14. To look after local issues if any for smooth operations.
15. To maintain seal stock of each shipping line and sending monthly report of seal stock to them. Proper care should be taken to ensure to maintain sufficient seal stock so that empty movement can be effected smoothly.
16. Generation of system entry pass at the time of arrival of empty containers and generation of exit pass through our system at the time of outgoing of empty containers.
17. Ensure proper maintenance and upkeep of repair work area by routine cleaning of waste and rubbish generated from empty containers and through repair work.
18. Tools & machineries required for M & R Activities will be arrange by party. Party should keep all these equipments under lock & key after end of work. BL will not be responsible for any lost or misplaced or pilferage of any equipments related to M & R activities.
19. Electricity / Water provided by company will be on account of Contractor. Cost on Electricity /Water will be recovered from Contractor. In case of shortage of water at BL, contractor has to make necessary arrangement of water at their cost.

20. To provide 10 T Fork-Lift for Loading/ Unloading /Placement of empties. All maintenance cost/ Fuel/operators salary will be on bidders account. Equipment operators should possess valid driving license.
21. To ensure that, there should not be any unrest among staff or stoppage of work on account of payment of wages & other dues. Also monthly bill should be accompanied by salary sheet as well as by challans towards statutory payment such as PF, ESI etc.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. [1,00, 000/-]

Note: EMD is exempted for the MSME and NSIC registered vendors however they have to produce valid registration certificate

- b) Bidder should have experience of maintenance & repairing of empty containers for at least three years, (As on 31/03/2020) proof of the same in form of Work order or experience certificate should be submitted.
- c) Bidder needs to furnish the declaration that they are not black listed by any PSU/Government bodies in past.
- d) Bidder Should have minimum Average Financial Turnover of Rs.50 Lakhs during the last 3 financial years ending with March 2020.(Proof to be attached). Audited copies of financial statement is to be submitted. If Audit for the financial year ending 31/03/2020 is not completed due to COVID 19, then provisional copies of financial statement for the year ending March 2020 along with certificate from Chartered Accountant is to be submitted.
- e) The Bidder must have ESI and PF registration (Proof to be attached)
- f) The bidder should furnish Bankers Solvency Certificate in original not more than 6 month old for minimum Rs 40.00 Lakhs.
- g) At least one person of the bidder must have valid International Institute of Container lessor certificate (IICL)
- h) Bidder should submit Integrity Pact in prescribed format attached herewith in tender document

2. Submission Of Online Bids

The bids should be submitted in 2[two] separate parts titled as

- [A] Technical / Commercial Bid [Unpriced]
and
[B] Price Bid

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

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified

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

- 5.1 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.
- 5.2 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 quoted rates shall be valid for a period of minimum 120 days from the date of opening the technical Bid.

7. Notification Of Award

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

8. Completion Period

The contract will be for a period of **[12 months effective from the date issue of LOI /Work order]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions

9. Security Deposit / EMD

A non-interest bearing Security Deposit of **Rs.3.00 lakhs [Rs.three lakhs]**, will be required to be deposited with the Company by the successful bidder within 10 days of getting work order from the Company. Security deposit can be submitted in the form of pay order or demand draft drawn on any schedule bank or in the form of Bank Guarantee in the prescribed format of the company (Attachment - 1). Security deposit will be refunded after satisfactory completion of contract. In addition to that, EMD of successful bidder(s) will be also be kept as security deposit & will be refunded only after satisfactory completion of contract. EMDs of unsuccessful bidders will be refunded only after finalization of the tender. In the event of breach of contract, the SD is liable for forfeiture.

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. Volume : No definite volume of work can be guaranteed during the duration of the contract. Our CFS is now doing repairing of around 1000 to 1200 boxes per month. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE.

11. 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.

12. Safety and penalty :

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety Incharge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 1000 will be charged.

Contractors shall ensure that their work area is kept clean tidy and free from debris/oil particles/ wooden pieces/ pallets/ ply woods/ angels etc.

The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

Confined Space

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

As minimum Contractors must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

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

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from BL a Permit to Work, the Permit to Work will define

the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

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

Fall Protection Systems

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

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

Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

Stairways and Ladders

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

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- g. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Roof Work/Access

Roof work and access to roofs must not be undertaken without prior authorization from BL.

Overhead Work

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

Lifting Operations

Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

Electrical Safety

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

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by BL.

Hot Works

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

Trenching, Excavating, Drilling and Concreting

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

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

Environmental Requirements

Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements.

The waste disposal route shall be documented and made available for BL to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

Spills

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

Emissions

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

13.ESI/PF/Other Statutory obligations:

The Contractor would be required to ensure adherence of all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the Contractor shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by the Contractor at the Company's premises.

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

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by the Contractor for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor

14. Insurance

The contractor shall take a suitable workman compensation policy for the number of persons engaged by him during the contract period.

15. Manpower :

The Contractor should provide all safety equipments required by the workmen for discharging their work. The Company will not be responsible for non adherence of Safety norms by the Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy.

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.

The contractor will have to provide services round the clock (24 hours x 7 days)

It will be the duty of the Contractor to engage adequate number of efficient and effective surveyors, Supervisors etc at his own cost for carrying out the work.

It will also be the responsibility of the Contractor to ensure that the staff engaged by him do not demand any gratification from the CFS customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.

The Contractor will have to submit a list of their equipments and personnel to the Company for issuance of entry pass. Only pass holders will be permitted to enter CFS. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.

16. 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.

17. 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

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.

18.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

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, whichever is earlier, failing which, the first month bill of the Contractor shall not be processed. Another Indemnity Bond (Annexure-B) 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 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/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 confirm 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 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 & 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-B) 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BL/CFS/MUM/715 dt. 24/10/2020 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 –PART -A

Price Bid

Particular	Figure in %
% of the Total monthly billing payable to Balmer Lawrie.	RATE TO BE QUOTED ON LINE ONLY

NOTE :

1. Contractor would be paid according rate of items as per annexure attached for each customer after deducting % amount quoted in price bid.
2. In another words if total amount for a particular customer comes to is Rs 1000, and if the successful contractor has given a margin quote of 20%, contractor will be Paid Rs 800 + GST only

It is worthwhile to mention here that the annexure attached is for all major customer with us in NAHVASEVA, However, if we are able to attract some other customer as well as if there is revision in tarrif of existing customer, the rate of the same will be shared with the successful contractor, and the same modus operandi will work for any new customer added or for revision of tarrif of existing of customer.

Attachment -1

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

Balmer Lawrie & Co. Ltd.
SBU:- Logistics (Cold Chain - TCW)
21, Netaji Subhas Road
Kolkata – 700 001

Dear Sir,

That Messrs/Mr.(set out full name and address 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 work (set out the purpose of the job) and in pursuance thereto an Order being No. dated (hereinafter to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs..... 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 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) have agreed to give such guarantee in the manner following :

1. We, (set out full name of the Bank), hereby undertake 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 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 of Rs..... (Rupees 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 hereunder to adopt any mode for realisation 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. (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 affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,
5. Our liability under this guarantee is restricted to Rs. (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 thereunder.
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 favour 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 and Sixteen granted by the Bank.

Yours faithfully,

Dated : (Place)

.....(Date)

(Signature of Officer on
behalf of)
(Set out name of the Bank)

Attachment -2

Integrity Pact

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

-----, hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
-----.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for

purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure - A**
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- 2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - B.**

Section 4: Compensation for Damages

- a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the

Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without

restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Note : (The periods may be extended to suit the individual unit's requirements)

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

Section 10 - Other provisions

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL Units shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the

Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

- 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.

* * * * *

Balmer Lawrie & Co. Ltd. Container Freight Station, [*Navi Mumbai*]
Tender No : BL/CFS/MUM/715 dt. 24/10/2020

Annexure - B



बामर लॉरी एण्ड कंपनी लिमिटेड
(भारत सरकार का एक प्रतिष्ठान)
Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

Balmer Lawrie Policy on Black Listing

Introduction

In the endeavour to maintain and foster ethical and corruption free business environment, the Supply Chain/Purchase/Contract & Procurement Procedure is being streamlined to include provision for banning or putting on holiday list vendor/supplier/contractor/consultant indulging in Corrupt, Fraudulent, Coercive and Collusive practices including laxity in services. In view of the complexity of the issue, it has become necessary to develop a comprehensive Policy encompassing the views of all stakeholders, our experience of Supply chain/ Purchase/ Project Execution / Services.

In the course of contracting, one has to deal with various vendors / suppliers / contractors /consultants who are expected to adopt and maintain highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken by them. Any aberration, deviation and violation from the expected standards of supplies/services/ behaviour of the contracting agencies need to be dealt with appropriately so that it becomes a deterrent for all.

This policy is aimed at blacklisting the errant vendors and service providers by following laid down procedure.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given here in under is to be used for all Supply Chain/ Contracts/Services and Purchases functions across Balmer Lawrie & Co. Ltd.

Balmer Lawrie Purchase Manual provides for evaluation of performance of Vendors/ Suppliers /Contractors/ Consultants. Further, Fraud Prevention Policy of Balmer Lawrie also covers vendors, suppliers, contractors, service providers, consultants or any other external agency/person having business relationship and/or associated with the company in any manner, as well as their representatives.

This Policy contains provision for putting a Vendor/Supplier/ Contractor/Consultant on Suspension and/or on banning list if such agency indulged in corrupt/fraudulent/ collusive/coercive practice or failed to render services as per acceptable standards.

A. Definitions

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

Page - 2

"Corrupt Practice" also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.
- A.3 "Collusive Practice amongst bidders(prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non- competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.
- A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/Functions under respective Directors.
- A.8 "Competent Authority "shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ ies and shall be the "Director" concerned.
- A.9 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common.
 - (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
 - (c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.
- A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

Page - 3

B. Actions against bidder(s) indulging in corrupt / fraudulent / collusive / coercive practice

B.1 The Competent Authority for Banning of any agency is the Director (In-Charge) of the SBU/Function.

B.2 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/bids evaluation stage that a bidder has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Balmer Lawrie & Co. Ltd. For a period specified in para B2.2 below from the date of issue of banning order.

A Vendor can also be banned for future business if he fails to supply products/services as per standards as prescribed in the tender or to the satisfaction of the company and its representative (s).

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

If an agency, is found to have indulged in corrupt / fraudulent/ collusive /coercive practices, during execution of contract, the agency shall be banned from entering into any for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

The concerned order (s) / contract(s) where corrupt / fraudulent/collusive / coercive practices or failure to provide standard products/services is observed, shall be suspended with immediate effect by SBU / Function Head whereby the supply/ work/ service and payment etc. will be suspended. Action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s) / contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s) / contract (s) shall also be encashed. The amount that may have become due to the contractor on account of work already executed by him satisfactorily shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. Any amount due on account of supply of poor quality of products/services shall not be payable. In case of poor quality of supplies then no amount is payable to the vendor. In case the Company get the supply of same goods from another party for the higher cost for meeting quality requirements such cost also will be recovered from the errant supplier / vendor.

Page - 4

- (ii) After execution of contract and during Defect liability period (DLP) / Warranty / Guarantee period :

If an agency / vendor / service provider is found to have indulged in corrupt / fraudulent / collusive / coercive practices, or supply of poor quality of goods / products / services, after execution of contract and during DLP/ Warranty / Guarantee Period, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be encashed.

- (iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt /fraudulent/ collusive/coercive practices or supply of poor quality products /services after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and ordinarily the period for which agency is banned should not be less than 6 months and should not exceed 3 years. However, in extraordinary circumstances, the period can be more than 3 years depending on the gravity of violations.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

B.2.3 Exceptional Cases:

- B.2.3.1 However as an exception, the ongoing order (s) / contract (s) where corrupt / fraudulent / collusive / coercive practice has been observed, or there has been a failure to adhere to the standards, the agency may be allowed to complete the supply / job in case of following situations :

- a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and;
- b) The supply / job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

However, the discretion for the same rests solely with the company / its representative (s) and the vendor / contractor / supplier shall not have any right to demand the same.

Contd.../5...

Page - 5

- B.2.3.2 The approval for allowing the agency to complete the supply / job is to be obtained from Director concerned based on the detailed deliberation / recommendation of the committee consisting of Head of SCM / Purchase, A&F, SBU / Function Head of the SBU. Such recommendation shall be put up to Director concerned through Corporate A & F Department and Corporate Legal department with their comments.

Further, all such cases shall also be put up to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply / job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/contract.

- B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG) of such agency against the order(s)/contract(s) where agency is allowed to complete the supply/job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on banning list from the date of banning order.

Also, in the event the contract is terminated owing to poor quality of products/services the CPBG may be encashed by the company.

C Effect of banning on other ongoing contracts/tenders

- C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders
- C.2 However, if such an agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :
- C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (LI), then such tender shall also be cancelled and re-invited.

Contd..../6.....

Page - 6

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated By SCM/Purchase Department of the SBU/Function when

- i. Complaint from the indenting users' department / employees against the unsatisfactory / inferior / substandard service / product given by the Service Provider / Contractor / Vendor.
- ii. Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- iii. Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- iv. Non-performance of Vendor / Supplier / Service provider / Contractor / Consultant leading to termination of Contract / Order
- v. The vendors / bidders / suppliers quoting wrong and misleading information while quoting for a Tender and the same is found out by the Tender Committee while preparing the TCR can also suspend such agency/bidder under these rules.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by two months at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

In the cases of supply of poor quality products / rendering poor services, a recommendation for suspension can be ordered by a committee comprising Indenting department head, Purchase / SCM head & SBU / Function Head.

D.2.2 The suspension order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU Heads by CSM/Purchase Department of the SBU/Function. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated in writing to the agency.

Page - 7

- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) The agency is put on suspension list and (ii) Why action should not be taken for banning the agency for future business from Balmer Lawrie.

The competent authority to approve the suspension will be same as that for according approval for banning.

- D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. D.1.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going / future tenders will be as under:

- D.3.1 No enquiry / bid / tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

- D.3.2 If an agency is put on the Suspension List during tendering:

- D.3.2.1 After issue of the enquiry / bid / tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

- D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

- D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud / mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L), then such tender shall also be cancelled and re-invited.

- D.3.3 The existing contract (s)/order(s) under execution shall continue.

- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of NIT.

E Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice

Page - 8

- (i) If Project Manager/Project In-Charge / HOD / Dealing Purchase Officer/SCM Executive or any other authority of Balmer Lawrie, receive/acquire conclusive evidence of any corrupt/ fraudulent/collusive/coercive practice/ activity, the concerned should immediately initiate action for putting Agency/vendor/supplier/service provider on banning list as per extant procedure.
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of SCM, A&F and Head of SBU will examine the case in detail.
- (iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the concerned Director through Corporate A&F Department & Corporate Legal along with a draft Show Cause notice providing a final opportunity to the alleged defaulter to defend his case.

The show cause notice should contain all the allegations towards the breach committed by Agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with Show Cause notice.

If the Agency desires for personal hearing, the same can also be given.

However, the above provision for personal hearing shall not be made a part of Show Cause notice

- (iv) After obtaining approval from the concerned Director, SCM/Purchase Department of the SBU will issue the Show Cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the Show Cause notice if the agency seeks any additional document(applicable only once), the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted. However, the agency cannot and shall not be allowed to seek documents repeatedly and seek extension of time on this ground to respond.

- (v) On receipt of reply in response to Show Cause notice, SCM/ Purchase Department will prepare a proposal covering point wise reply to issues brought out by the agency in their reply to Show Cause notice and forward their final recommendation for keeping the agency on Banning list or otherwise through SBU Head for obtaining the approval of the Director concerned after legal vetting through Corporate Legal department.

In case the committee recommends for putting the agency on banning list, the draft Speaking Order to be issued to the agency with reasons for putting on banning list will also be submitted along with their recommendation.

Page - 9

In case Corporate Legal department make any contrary observation, the file may be referred back to , SCM/ Purchase Department for further deliberations and recommendation on the observation made by the Corporate Legal Department and further submission to Competent Authority.

While according the approval, reasons are to be recorded by the Competent Authority. These reasons shall also be put up by the committee along with their recommendations. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

- (vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.
- (vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.

- (viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.
- (ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.
- (x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (3), will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases i.e. The vendor / contractor is not entitled for any compensation on account of costs already incurred etc., by him.

Page - 10

- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates / allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.
- (xiii) In case of contract (s)consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/ coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract (s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para B2.3 hereinabove, the agency may continue after approval from competent authority as mentioned therein.

In case of fraudulent /corrupt /collusive/coercive practice by any member or leader itself, consortium including errant member &leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV.
- (xiv) In case any Project Management Consultant (PMC) detects the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e future business dealings

F. Appeal against the Decision of the Competent Authority

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Page - 11

- H. The above procedures supersede all earlier circular/clarification on the subject.
 - I. This Policy on black Listing in case Corrupt / Fraudulent / Collusive / Coercive Practice /rendering poor quality products / services (Except Introduction, Sub-para B.2.3,E,H and I) shall be made a part of tender document.
-

ANNEXURE A

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

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

CERTIFICATE OF CONTRACTOR COMPLIANCE

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

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

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]
Tender No : BL/CFS/MUM/715 dt. 24/10/2020

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

ANNEXURE B

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

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

INDEMNITY BOND

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

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]
Tender No : BL/CFS/MUM/715 dt. 24/10/2020

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

Further, we undertake to indemnify Balmer Lawrie & Co. Ltd. in respect of any loss, claim, damage, compensation or expenses that may become payable in future on Balmer Lawrie & Co. Ltd. or incurred on account on nonpayment of any dues or claim of any workman employed by us directly or through sub-petty Contractor for non-fulfilment of any by laws of the Central or State Govt. or Local Authority or any other statutory body as the case may be.

Place :

Date :

WITNESS

1. Signature

Name

Signature of Authorised Representative of

M/s.

Name :

Designation:

2. Signature

Name

ANNEXURE C

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

INDEMNITY BOND

(To be submitted by Successful bidder)

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

This DEED OF INDEMNITY is made on the ____ day of _____ between M/s.

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

That the Balmer Lawrie has awarded work of

vide work order No. _____

Dated _____ and the successful bidder has signed the terms and conditions including the GENERAL CONDITIONS of the agreement agreed between successful bidder and the Balmer Lawrie on dated _____

This document is part and partial of the above referred agreement.

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

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

1. I hereby expressly undertake to bound by all the provisions of the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and abolition) Rules,1972, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, The Code of Wages 2019, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]
Tender No : BL/CFS/MUM/715 dt. 24/10/2020

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

Place:

Date: / /

Witness:

Accepted by:

(For, Principal Employer)

Annexure-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:.....

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]
Tender No : BL/CFS/MUM/715 dt. 24/10/2020

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