



**SBU – Industrial Packaging,**  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258208/66258209  
Fax No. 091 - 022– 66258200

### NOTICE INVITING TENDER

**Tender No. 0100LE1961 dated 17.09.2021**  
**Due date of Tender: 27.09.2021 at 16.00 hrs.**  
**Opening of Prequalification/Technical Bid: 27.09.2021 at 16.05 hrs.**

On-line Two Bid Limited Tender is organized to invite Offers for executing “Manual Screen-Printing job” on the MS barrel for IP-Vadodara for the period of 1 year from November’2021 – October’2022. The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com) website.

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

**Declaration - This product and services are not available on GeM and Balmer Lawrie have no objection in providing this information for making available such products/services on GeM**

#### Contact details: -

<b>Balmer Lawrie &amp;Co.Ltd.</b> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071
<b>Contact Persons:</b> 1. Ms Snehal J Gaikwad Mob.9665779785 Land Line No.022 66258203. Email: <a href="mailto:gaikwad.s@balmerlawrie.com">gaikwad.s@balmerlawrie.com</a> 2.Shri SEBASTIAN ANTHONY NADAR Email - <a href="mailto:NADAR.S@BALMERLAWRIE.COM">NADAR.S@BALMERLAWRIE.COM</a> Mobile – 7738416740 3.Shri. SUBHASH C TIWARI Email - <a href="mailto:TIWARI.SC@BALMERLAWRIE.COM">TIWARI.SC@BALMERLAWRIE.COM</a> Mobile- 9601649295	<b>Contact Persons:</b> 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) <a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a> 2. Mr.Tirtha Das , Mob: 9163254290 , email id <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> (Chennai/ Monday-Satday) 4. Helpdesk Support (Kolkata) Email : <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> (Monday-Saturday) 8017272644 Escalation level 1– Mr. Tuhin Ghosh,Mob.+91- 8981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> Level 2 - Mr. Sandeep Bhandari <a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a> +91-8826814007

Seal & Signature of Tenderer

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

**Format of Tender Document -**

Sr.No.	Description
A	Instruction for bidders
B	Annexure I – Pre-qualification criteria
C	Special Terms & Conditions
D	General Terms & Conditions
E	HR Statutory Compliance chapter
	(I) Format of Indemnity Bond to be given by the successful bidder at the time of awarding of contract. This should be made part of tender document.
	(II) Format of Indemnity Bond to be given by the outgoing Contractor before his last month bill & final settlement is released by BL
	(III) Format of Certificate to be given by the outgoing Contractor before his last month bill & final settlement is released by BL.
	(IV) Affidavit cum declaration
	(V) Indemnity Bond
	(VI) Affidavit of Bidder's Statutory Compliance.
F	Annexure II – Scope of Service & Vendor Obligations
G	Annexure III – GST Compliances
H	Annexure IV – Details of vendors
I	Annexures V – Price Bid.
J	Annexure VI – Addresses of Balmer Lawrie location
K	Annexure VII – Format of Bank Guarantee
L	Annexure VIII - Bank Details for SWIFT/RTGS Transfers
M	Annexure IX - Conditions for Online Bid submission
N	Annexure X- Code of Conduct for Balmer Lawrie & Co. Suppliers
O	Annexure XI – List of designated Officers responsible for releasing payment.
P	Annexure XII - Purchase Preference for Make in India and MSE suppliers, Bid Securing Declaration, CPPP Declaration and Restriction on ground of Defense of India & National Security

**A. Instructions for bidders**

**Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited for executing "Manual Screen-Printing job" on the MS barrel on per impression basis for IP-Vadodara for the period of 1 year from November'2021 – October'2022 (Further extendable by 6 months on mutual consent).**

- 1. Please Refer to Annexure –II for detailed Scope of service & Vendor Obligations**
- 2. The tender is invited in Two-Bid System. The tender document consists of Pre - Qualification/ Technical Bid and Price Bid.**
- 3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification/Technical bid can be submitted only after the online bid submission.**

**Important points to be noted -**

<b>Due date for online bid submission 27.09.2021 at 16.00 hrs</b> <b>Online Pre-Qualification / Technical Bid opening 27.09.2021 at 16:05 hrs.</b>
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All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned.

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

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**" **BL would be the Purchaser/Owner for the tendered item.**

**The successful bidder will be the Contractor.**

**This document is the Tender.**

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

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure – XII.**

Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

**4. Corrigendum to tender:**

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform/ newspapers. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**5. Late Bids**

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

**6. Bid Validity**

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

## 7. Bid Rejection Criteria

A bid may be rejected if –

- i. If the bidder does not submit the required details as specified [Annexure- IV]
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the GST Number as per Annexure- IV and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.
- v. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

## 8. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

## 9. Opening of Price Bid

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification / Technical Criteria as set by BL shall only be opened.

## 10. Complete Scope of Service

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

## 11. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from scope of service, as given in the Tender Document-Annexure – II, would invite immediate dis-qualification from further consideration of the bid.**

## 12. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

## 13. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

### a. Pre-Qualification / Technical Bid

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure I.

### b. Price Bid (Annexure V is Price Bid)

The lowest bidder will be decided on the Total Contract Value in Indian Rupee, for the requirement as mentioned in the scope of service {all-inclusive}. In case there is a tie between bidders at L1

position, these bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

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

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

**14. Pre-Qualification / Technical Criteria**

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

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

**ANNEXURE I**

SR NO.	Criteria	Documents need to submit
1	The bidder shall have atleast two years' experience in the job of Manual Screen Printing in Barrel /Drum Plant / industries <b>or</b> similar kind of experience.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidence of labour supply contract/ managing manpower in light engineering fabrication industry/barrel manufacturing industry during last <b>7 years</b> and the bidder should meet any of the following criteria – a) Three similar completed works of tender value of not less than the amount equal to <b>Rs. 4 Lacs</b> for each order or b) Two similar completed works of tender value of not less than the amount equal to <b>Rs. 5 Lacs</b> for each order or c) One similar completed work of tender value of not less than the amount equal to <b>Rs. 8 Lacs</b> .	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria.
3	Minimum average annual turnover of <b>Rs. 2.00 lacs</b> in the last three years ( <b>2017-18, 2018-19 &amp; 2019-20</b> )	Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies.
4	Statutory Licenses & documents: - a) P.F.No. under the provision of EPF Act and Misc. Provision Act, 1952* and monthly payment confirmation receipt for <b>FY20-21</b> b) Copy of PAN No. in their Firm's Name c) Copy of ESIC registration and monthly payment confirmation receipt for <b>FY20-21</b> d) Goods & Service Tax (GST) No.  *For Sr.Nos. a & c above – For PF / ESI – in addition to submission of Registration numbers, bidder has to submit the monthly return/challans for <b>FY 20-21</b> . **In case a bidder is an MSME and has got registered for PF/ESI after <b>FY 2020-21</b> OR is in the process of applying for registration under PF/ESI, the copy of registration/ application would need to be submitted with an undertaking that the MSME vendor undertakes to comply with all applicable provisions of PF/ ESI Act and rules on being awarded the contract.	*Copy of valid documents to be provided.  **Undertaking on letterhead to be provided for bidders got registered after <b>FY 2020-21</b> for PF/ESI.

5	Bidder should have labour licence from any RLC (Central/State) during last 3 preceding years.	Currently valid License copy/copies. *undertaking to be provided as per note point no. iii
6	Regular submission of GST Return to the Authority along with proof of submission of return for <b>FY 19-20</b> & latest applicable monthly/quarterly GST Return (GSTR-1, GSTR-3B)	Copy of GSTR-1, GSTR-3B
7	Bidders whose contract has been terminated in the last three years by any company by way of blacklisting / on holiday listing are not eligible for participation. Further, the Bidder should not have any Director / Partner / Interested Party who/whose firm was associated earlier and the contract was terminated in the last 3 years.	Undertaking on Letterhead to be provided.
8	The bidder does not have any pending claims/demands/attachment notices received from any statutory body/ banks etc for defaults.	Self-Declaration from bidder on company's letter head.
9	Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender	Affidavit from bidder as per attached format (HR Statutory Compliance - VI)
10	Declarations - a) Local & Import Content Certificate b) Bid Securing Declaration c) Restriction on ground of Defense of India and National Security d) CPPP Declaration	Self-Declaration from bidder on Company's letterhead as per <b>Annexure- XII</b>

Bidders may kindly refer to Annexure I for list of documents required to be submitted against Pre-Qualification/Technical criteria.

Note:

- (i) Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.
- (ii) As per circular, 1(2)(1)/2016-MA dated 10.03.2016 from Ministry of Micro, Small & Medium Enterprise Sl. No.4 , relaxation may be provided to MSE bidders on the value mentioned in clause no. 3 & 4
- (iii) For bidders engaging less than 20 manpower in any establishment (for valid contracts), they may be exempted for above clause no. 5. An undertaking to be provided mentioning that the bidder has not engaged 20 or more manpower in any establishment for presently valid contracts.
- (iv) Please note that the relevant documents as per Pre-qualification criteria shall be that of the bidder participating in the tender only. Any documents furnished from that of the

**C. SPECIAL TERMS & CONDITIONS.**

**1. Earnest Money Deposit (EMD) -**

**EMD is not applicable to this tender. Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per annexure – XII (B)**

**2. Security Deposit (SD)**

Security Deposit amount of **3% of the basic order value for SIX months** to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 9 months** in BL's format (**Annexure VII**) only. The Security Deposit may be submitted as Bank Guarantee by a **Nationalised /Scheduled Indian Bank** within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

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

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

- 3. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the GST Number as per Annexure IV and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.**

**4. AWARD OF CONTRACT**

**BL shall place the Work order on the Lowest Quoted Bidder based on Cumulative Total Value. In case there is a tie between bidders at L1 position, the L1 bidders will have to submit discount on their quoted rates in a sealed envelope. Thereafter the L1 position will be decided.**

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

**5. Risk Purchase**

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

**6. Validity of the Contract**

**The Contract if any awarded against this tender will be valid for 01.11.2021 to 31.10.2022 (Further extendable by 6 months on mutual consent).**

### **Negotiations**

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

In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

### **Rules & Regulations**

- ❖ 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.
- ❖ 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.
- ❖ The contractor shall be responsible for timely submission of all applicable statutory returns and provide proof thereof to BL exclusively for the Unit/business.
- ❖ The successful contractor shall ensure that their employees deployed by them at our unit/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 Act 1952 and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable.
- ❖ The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the contract operation so as to conform to the prevalent law and statutory requirements that may be applicable from time to time.
- ❖ **Successful bidder should ensure that the personnel employed by them should be insured under Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) and premium amount payable will be reimbursed by Balmer Lawrie on producing the proof of premium paid.**
- ❖ **Successful bidder should ensure that the personnel employed by them should be insured under Pradhan Mantri Suraksha Bima Yojana (PMSBY) and premium amount payable will be reimbursed by Balmer Lawrie on producing the proof of premium paid.**

### **7. Responsibility for Theft/Loss of Company's Property:**

- Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor within the time period mentioned by the company at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of any work done under this contract, whether under Central or local statutes.
- In case of any theft / loss/ pilferage/damage of Company's property due to any personnel's negligence/act, detailed enquiry will be conducted by the company. If negligence on the part of Personnel is found, the Contractor shall have to accept the liability of loss assessed by



Balmer Lawrie & Co Ltd. and it will be recovered from Contractor. The amount is to be deposited by way of Demand Draft in Company's account.

- The labour engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The Labour shall not indulge in any acts of indiscipline, in-subordination or rowdism. While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation in terms of statutory provisions, as the case may be, shall lie on the Contractor only.
- In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

8. **Quality Assurance:**

- Wherever any dispute regarding the job arises, the decision of the Officer in-Charge would be final and binding on the Contractor.
- The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the operation for related activities so as to confirm to the prevalent law and statutory requirements that may be applicable from time to time.

9. **Facilities:**

Company would provide testing equipment and plant and machinery and other utilities/facilities such as, water, power, fuel and compressed air.

10. **Overtime:**

- (a) Personnel working beyond normal working hours per shift due to exigencies will have to be paid Over Time as per statutory provision. The successful bidder must ensure that Overtime be done only in terms of the provisions of applicable statutes viz Factories Act 1948 & Rules & CLRA Act 1970.
- (b) In the event of stoppage of work due to any political or employees' agitations or for any other reasons, the personnel shall continue to do their duties and no extra charges will be paid by the Company towards any extra effort for this work.
- (c) Normal Shift shall be of 8 hours only or as per applicable statutes.
- (d) Overtime will be twice the rate of minimum wages on the actual hours worked in Overtime and ESI/Employee Compensation policy should cover the Overtime hours.

11. **Parallel Contract and Risk & Cost:**

The Company reserve the right to award parallel Contract or award part of the work to other Contractor (ies) in the event of failure of the Contractor to perform the function of the Contract to the satisfaction of the Officer-In-Charge and the same will be at the risk and cost of the Contractor.

12. **GST:** All the tenderers should quote their rates excluding GST which shall be paid by Balmer Lawrie & Co Ltd. as per prevailing rate at the time of making the payment.

13. **Acceptance/Rejection of Contract:** The Company reserves the right to accept or reject the tender for the concerned job without assigning any reasons thereof. BL also reserves the right to reject any bid which in its opinion is nonresponsive or violating any of the conditions/specifications without any liability or any loss whatsoever it may cause to the bidder in the process.

14. **Tender Evaluation** - The tender would be evaluated on Composite L1 basis. The composite L1 bidder will be awarded the contract. In case there is a tie between bidders at L1 position, these bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided

15. **HSE Clause**

1. Housekeeping –

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any waste shall be segregated and kept at a designated place by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washers, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

2. Confined Space-

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

As minimum Contractors must ensure the following:

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

3. Tools, Equipment & Machinery-

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

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

4. Working at Height-

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height, the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work. People working at height must have "Medically Fit" certificate from the Authority.

5. Fall Prevention System –

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

6. Fall Protection Systems-

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

- Only approved full body harness and two shock-absorbing lanyards are used,
- Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,

- Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- Lifeline systems must be approved by Owner before use.
- Use of ISI marked industrial helmet at all point of time.

**7. Scaffolding –**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

**8. Stairways and Ladders-**

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

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

**9. Lifting Operations –**

- Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.
- Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

**10. Lockout Tag out ("LOTO") –**

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

**11. Barricades –**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barrier must be used .Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

**12. Compressed Gas Cylinders –**

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

**13. Electrical Safety-**

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

The below measures will be taken:

- Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.

Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

#### 14. Hot Works –

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

#### 15. Trenching Excavating, Drilling and Concreting

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

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

#### 16. Environmental Requirements –

**Waste Management:** The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

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

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

#### 17. Drug Free Workplace

All Successful bidder employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any time in BL's workplace or during hours of employment. Successful bidder's employees are expected to report to work free from the influence of illegal drugs and to remain free from such influence while on BL's premises or while performing any work for BL off premises. If any Successful bidder employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Successful bidder (including, but not limited to , unpaid suspension and termination). In addition, Successful bidder is required to report such activities to BL authorities immediately on detection of such event.

#### 18. Alcohol Free Workplace

Successful bidder employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Successful bidder employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject

to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Successful bidder.

#### 19. Smoke Free Workplace

For the health, safety and protection of all employees of BL as well as Contractual employees, smoking is not permitted anywhere in BL's premises, including but not limited to the lobbies, elevators, stairwells, corridors, restrooms, lounges, public areas, and all other building/plant spaces.

### **VENDOR'S CODE OF CONDUCT**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co. Ltd.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. Ltd. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Ltd. Compliance Program. In such event Balmer Lawrie & Co. Ltd. expects the supplier to accept such reasonable changes

The supplier declares herewith:

#### **Legal Compliance**

- To comply with the laws of the applicable legal system(s).

#### **Prohibition of corruption and bribery**

- To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

#### **Respect for the basic human rights of employees**

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will;
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

#### **Prohibition of child labor**

- To employ no workers under the age of 18;

#### **Health and safety of employees**

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- To provide training and ensure that employees are educated in health and safety issues;
- To set up or use a reasonable occupational health & safety management system;

#### **Environmental Protection**

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system;

**Supply Chain**

- To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- To comply with the principles of non-discrimination with regard to supplier selection and treatment.

**COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:**

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of **Rs 5,000/- shall** be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

## **D. GENERAL TERMS AND CONDITIONS**

### **1. Introduction**

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators. A contractor is a person, who— undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour; or supplies contract labour for any work of the establishment as mere human resource and includes a sub-contractor. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

### **2. Scope of Service**

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

### **3. Reference for Documentation**

Purchase Order Number must appear on all correspondence, invoices and on any documents or papers connected with the order.

### **4. Confirmation of Order**

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

### **5. Relaxation of Tender Terms & Conditions**

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

### **6. Rejection of Bids**

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

### **7. Delays**

#### **7.1 Delay in Bidding**

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

#### **7.2 Delay in Execution/Deputation**

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 Clause no. 5.

### **8. Sub-Contracts**

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

### **9. Control Regulations**

Successful bidder warrants that all goods/materials/services covered by this order have been produced, sold, despatched, delivered, rendered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as

applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods or services covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

**10. Short Closure**

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

**11. GOVERNING LANGUAGE**

The contract shall be written in English/official language of which the English version shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English/official language.

**12. RECORDS & CERTIFICATE OF COMPLIANCE**

- The Contractor shall keep and maintain all records as are required to be maintained by him under various Industrial & Labour Laws applicable in the State of Gujarat.
- The Contractor shall furnish to the concerned offices/authorities in this behalf any and all information, report (s) and return (s) as are required to be furnished by him under any such laws, rules or regulations.
- The Company's authorized representative and/or the statutory authorities shall be entitled at all times to carry out any check (s) or inspection (s) of the Contractor's facilities, records and accounts to ensure that the provisions of the Labour & Industrial Laws and Regulations are being observed by the Contractor and that the personnel engaged are not denied the rights and benefits to which they are entitled under such provisions.
- Payment shall be released to the Contractor each month subject to the Contractor satisfying Company that the Contractor has paid/contributed all prescribed payments that has to be made under various statutory requirements and more specifically stated above in this tender.

**13. STATUTORY COMPLIANCES**

The Central prescribes the minimum wage for different levels of skill and job and these are revised time to time. The prevailing minimum wages stipulated by the Central will be the base rate for the purpose of submission of Price Bid. The rate quoted by the Contractor should be based on payment of minimum wages as presently applicable in respect of the required no. / category of personnel plus all the statutory payments like PF, Bonus, paid leave, ESI etc. and an estimate of expenses on providing and maintaining welfare & safety measures, as detailed above.

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

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



## **E. HR STATUTORY COMPLIANCE CHAPTER**

**Purpose of Contract: Contract for “Manual Screen-Printing job” on the MS barrel on per impression basis for IP-Vadodara for the period of 1 year (Further extendable by 6 months on mutual consent)**

### **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 & Co. Ltd.

### **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) The Factories Act 1948 & Rules,
- e) Minimum Wages Act, 1948 & Rules
- f) Payment of Wages Act, 1936 & Rules
- g) Payment of Bonus Act, 1965 & Rules
- h) Payment of Gratuity Act, 1972 & Rules
- i) Equal Remuneration Act, 1976 & Rules
- j) The Gujarat Minimum Wages Rules, 1961
- k) The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
- l) Professional tax(if applicable)
- m) The Code on Wages, 2019 & Rules 2020
- n) The Gujarat Labour Welfare Fund Act, 1953 (if applicable)

All Bidders must submit an Affidavit (Annexure-E(VI)) along with their bid as part of Technical Bid/prequalification criteria.

It shall be the responsibility of the bidder/contractor to ensure that all required Statutory Registers are countersigned by authorized person of Balmer Lawrie & Co. Ltd. on monthly basis and needs to be produced as and when required.

3. The successful bidder shall submit Indemnity Bond as per Annexure- E(I) 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- E(II) & Certificate: Annexure- E(III) to be given by the outgoing contractor before his last month bill & final settlement is released by BLC.
4. In case the successful bidder is covered under Labour Laws (Exemption From Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988 & wishes to avail exemptions, then the successful bidder has to submit Affidavit cum Declaration and Indemnity Bond as per Annexure E (IV) & E (V) respectively.

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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 BLC exclusively for the Unit/business.
8. The successful contractor shall ensure that their employees deployed by them at our unit/office, being so entitled in that behalf, are covered under EPF and ESI/Employee Compensation 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 Act 1952 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 may further be entitled to deduct clerical charges at the rates of Rs.1,000.00 (one Thousand only) - on each such occasion from the bills of the successful contractor, which can be waived by SBU-Head.
9. The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the contract operation so as to conform to the prevalent law and statutory requirements that may be applicable from time to time.

**10. Safety Measures:**

All personnel deployed under this contract should compulsorily work safely at all times on duty and the same is to be ensured by the Bidder/Contractor and follow all safety instructions written, verbal or implied. Company would have no liability for any loss or untoward incident arising out of such negligence and for such act the Contractor would be solely responsible to meet all fall-outs including legal and financial ones, if any.

**11. Conduct & Discipline:**

- (a) All the personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- (b) Every personnel shall behave well with the employees of Balmer Lawrie & Co Ltd., its clients, visitors and also with their own team members.
- (c) During the course of duty if any personnel is found sick, he shall be immediately withdrawn from duty & contractor shall take necessary medical action at his cost.
- (d) The personnel engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The personnel shall not indulge in any acts of indiscipline, in-subordination or rowdism. While being on duty, if the Contractor's personnel 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 & not above 58 years and shall meet all statutory requirements as prescribed from time to time under various laws relating employment of labour. The Contractor's employees are to be supervised by the Contractor's Supervisor only.

## 12. Payment

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

- a) Monthly bills along with Attendance Register (Form B,C,D under CLRA Act) duly certified by contractor supervisor & bill authorised by BLC 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 25<sup>th</sup> 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 each bill of the Contractor towards tax deducted at source for which necessary TDS certificate will be issued.

- (a) Where ESIC Act is not applicable or where Contract workers are not covered under ESIC, the contractor shall bear all expenses related to any OPD treatment of Contractor workers arising out of their employment under the Contractor within the premises of Balmer Lawrie. The same shall be reimbursed by the company on submission of bills. Further, the Contractor shall ensure coverage of his workers under Workmen/Employee Compensation policy of suitable amount as decided by the Factory Manager. The premium paid shall be reimbursed by the company on submission of bills/invoices.
- (b) Contractor has to provide the personnel every month/year (as applicable) 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.
- (c) 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/ Employee Compensation Act.
- (d) 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.
- (e) 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.
- (f) 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.

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- (g) 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 BLC along with payment particulars.
- (h) 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 BLC.
- (i) BLC 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- E(I) to be given by the successful bidder at the time of awarding of contract.**

**14. Termination of Contract:** The Company reserves the right to terminate the contract on the happening of any of the following. The list below is however only illustrative.

- (a) Company reserves the right to terminate the contract by giving three months' notice on the vendor and on other side vendor also may terminate the contract by serving three months' notice to BLC. 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 or Tender conditions. 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 E(II) & E(III) before his last month bill & final settlement is processed by BLC. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the contractor at the premises of the company will be considered as trespass.
- 15. Holiday & Annual Leave:** The contractor has to allow his personnel paid holidays annually and three (3) national holidays (26th January, 15th August and 2nd October) in consultation with the Officer-In-Charge. Encashment of Annual Leave with wages shall be disbursed at least annually before Diwali/ local customary practices and before the end of the contract. Related documents/records to be submitted to Balmer Lawrie.
- 16.** The personnel posted at our locations should be free from any contagious and infectious diseases. The Medical certificate should be available on demand for each and every personnel provided by the contractor. The Medical certificate should be submitted for each and every personnel provided by the contractor at the time of deputation. The expenses for the same to be borne by the successful bidder.
- 17.** The bidder shall depute the necessary manpower as mentioned in the scope of work within the stipulated date and execute as per the validity of the contract. Delays in deputation/non execution of contract will attract Risk Purchase as mentioned in Special Terms & Conditions.
- 18.** The Contractor shall arrange to 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.** BLC will have privacy of contract with the contractor and will give instructions to them only and will have nothing to do with the employees or conditions governing their employment with the contractor.
- 21. ARBITRATION**  
Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & Seal & Signature of Tenderer

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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***

**22. 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.

**23. PAYMENT OF MINIMUM WAGES**

- a) The Contractor will pay applicable minimum wages as prescribed / revised / made applicable by the appropriate Government at the location from time to time, at rates prescribed for different categories of workmen engaged by him.
- b) As per the applicable Minimum Wages Act/ Code on Wages, 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.

**24. PAYMENT OF WAGES**

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

**25. PAYMENT OF BONUS**

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

**26. EMPLOYEE'S STATE INSURANCE CORPORATION** All the personnel deployed by the Contractor must carry their ESI cards. ESI payments must be submitted by the contractor with the authorities within the stipulated date every month. Copy of the remittance must be submitted with monthly invoices. Returns, records, registers as per the ESI act must be maintained by the Contractor and be produced during any inspection on being called for. In case of any eventuality the contractor would be solely responsible for arranging all nature of support from ESI authorities to the contractor workers and beneficiaries. The company would have no liability of any nature on such account.

**27. GRATUITY**

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

**28. EMPLOYEES PROVIDENT FUND**

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

b) The Contractor will have to submit every month along with his bill, receipted copies of the following: -

[1] Challans for amount deposited towards EPF of workmen engaged by him during the period.

[2] **ECR** showing employee wise detail of contribution towards PF (both employers/employees' contribution

[3] The contractor must ensure correct recording of his workers in the EPF records and validation of UAN with Aadhaar

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

c) The Contractor shall contribute towards EPF in respect of employees engaged by him at the rates, which are in force from time to time under the EPF & Misc. Provisions Act.

d) The Contractor will ensure correct recording of data pertaining to his workers in EPF/ESIC and also ensure KYC verification of the contractor workers. Further, the contractor shall maintain register / records and nomination forms required under the EPF & Miscellaneous provisions act in respect of all the employees engaged by them with their Manager in the site office in original and the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract. The Contractor should also maintain copies of all related documents in their Registered Office.

e) Every year Contractor will arrange distribution of Annual Statement of PF to all his employees.

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

**29. SUSPENSION OF WORK:**

The Officer-in-Charge may at any time (s) at his discretion should he consider that the circumstances so warrant (the decision of Officer-in-Charge as to the existence of Circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period (s), as Officer-in-Charge shall deem fit, and the Contractor upon receipt of the order of suspension forthwith suspend the work (s) or such part thereof as shall have been suspended until he has received a written order from the Officer-in-Charge to proceed with the work suspended or any part thereof. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension, the personnel of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the liability of the Contractor to pay Salary, wages or hire charges or bear other charges and expenses thereof.

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

**30. TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR**

- a) 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.
- b) On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.
- c) 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.
- d) It will be the Contractor's responsibility to ensure that the personnel engaged by him peacefully and orderly vacate the Company's premises, without any claim or demand on the Company.

**31. CONFIDENTIALITY / SECRECY**

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

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

**32. APPLICABLE LAW**

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

**33. NOTICES**

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

**34. Force Majeure Clause**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this



contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Regional Administrative Head, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement

### 35. Termination

- (a) The contract can be terminated by giving three months' notice by either party in writing.
- (b) BL may terminate immediately the contract of any part thereof by a written notice to the bidder if -
  - (i) The bidder fails to comply with any terms and conditions of the Contract
  - (ii) Deterioration in the quality of service and complaints of which the Company will be the sole judge.
  - (iii) The bidder informs BL of its inability to deliver the item / service or any part thereof within the stipulated Delivery / Contract period or such inability otherwise becomes apparent.
  - (iv) The bidders become bankrupt or goes into liquidation
  - (v) The bidder has misrepresented to BL acting on which misrepresentation, BL has placed the Purchase Order on the bidder
  - (vi) Non compliances of statutory & tender 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 BLC under the contract, in the event of BLC suffering any loss on account of delayed delivery or non-delivery, BLC reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited as applicable.

### 36. Penalty Due to Non-performance

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

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

### 37. Addition/alteration of Tender Document

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

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

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

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

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

**ANNEXURE- E (I)**

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

**INDEMNITY BOND**

(To be submitted by Successful bidder)

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

This DEED OF INDEMNITY is made on the \_\_\_\_ day of \_\_\_\_\_ between M/s.

\_\_\_\_\_  
(Hereinafter called 'The Sub 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 \_Delivery of documentation service\_\_ 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 tranquility in and amongst the labour community, AGREE and UNDERTAKE the 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) (Andhra Pradesh) Rules,1972, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.
2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.
3. I Further Undertake to Comply with The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.

4. I further undertake to furnish the details as and when required in the prescribed format as decided by the Balmer Lawrie in case of any accidents which may result into man-days/man-hour loss including fatal accidents.
5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the Balmer Lawrie and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake including my sub-successful bidder 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 or my sub successful bidder 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 Mumbai Jurisdiction only.

Place:

Date:    /    /

Witness:

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
(For, Principal Employer)

**ANNEXURE- E (II)**

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

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

**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 successful bidders 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 or any other relevant acts and rules made their under of the Central or State Govt. of the time being in force and / or under any bipartite / tripartite agreement or any award of any Labour Court or Tribunal or Arbitration, as the case may be and further declares that no dispute as to the wages, compensation, bonus or any allowance is pending in respect of any workman employed by us. The work awarded was commenced on \_\_\_\_\_ and/or completed on \_\_\_\_\_ or likely to be completed by \_\_\_\_\_. We further declare that we have fulfilled and discharged all the obligations under Contract Labour (Regulation and Abolition) Act, the Inter-state Migrant Workman (Regulation of Employment and Conditions of Service Act), Employees Provident Fund and Misc. Provisions Act and other relevant acts and rules of the Central and the State Govt. for the time being in force.

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

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

Place : .....

Date : .....

WITNESS

1. Signature \_\_\_\_\_ Signature of Authorized Representative of

M/s. ....

Name \_\_\_\_\_

Name : .....

Designation: .....

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

Name \_\_\_\_\_

**ANNEXURE- E (III)**

**Certificate to be given by the outgoing 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 SUCCESSFUL CONTRACTOR COMPLIANCE

I, -----\_the undersigned, resident of \_\_\_\_\_, authorized representative of -----  
------(Successful bidder) 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  
successful bidder during the discharge of contractual obligations and relating to the services by the  
successful bidder under any of the Act/ statutes/ enactments or rule regulation , guidelines, order or  
notifications including but not limited to laws relating to fire ,environment , health and safety etc. ,  
as may be applicable from time to time ,non-compliance of which may entail civil and criminal  
liabilities against the company /factory/unit/Project during the tenure of the said contract/agreement  
.

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

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

For the month: \_\_\_\_\_

**Annexure- E (IV)**

**Certificate to be given by the bidder if they belong to Very Small/Small Establishment after the contract has been awarded by BL.**

**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 (V)**

**Certificate to be given by the bidder if they belong to Very Small/Small Establishment after the contract has been awarded by BL.**

**INDEMNITY BOND**

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

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

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

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

Place:.....

.....

Date :

Signature of Indemnifier  
(Name and Designation)

.....

Signature of Indemnified  
(Name and Designation)

Witness:

1.....

Signature with Name,  
Designation & Address.

2.....

Signature with Name,  
Designation & Address

Seal & Signature of Tenderer

**ANNEXURE – E(VI)**

**Certificate to be given by the outgoing Contractor at the time of Bidding**

**AFFIDAVIT OF BIDDER'S STATUTORY COMPLIANCE**

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

I/We, -----the undersigned, resident of \_\_\_\_\_, Proprietor/ Owner/ Director of ----- (Bidder) having its Registered Office at \_\_\_\_\_ and PAN No: \_\_\_\_\_, submitted our bid for Tender No \_\_\_\_\_ dated \_\_\_\_\_ for providing \_\_\_\_\_ (name of the contract/services) to Balmer Lawrie & Co. Ltd. at their Factory/ Unit/Office/ Establishment located at \_\_\_\_\_.

I/We do hereby solemnly confirm that , as on the date of above mentioned tender, there is no pending default / contravention/ non-compliance of Statutory provisions committed by the bidder during the discharge of contractual obligations and relating to the services by the bidder under any of the following Act/ statutes/ enactments or rule regulation, guidelines, order or notifications, as applicable, at any of the locations/ factories/Units/Establishments where I/we has/ had Contract in any name in the past:

1. Employees Provident Fund & Miscellaneous Provisions Act 1952 & Rules.
2. Employees State Insurance Act 1948 & Rules & Employees State Insurance Scheme.
3. Contract Labour (Regulation & Abolition) Act 1970 & Rules,
4. Factories Act 1948 & Rules
5. The Minimum Wages Act 1948 & Rules,
6. Employee's Compensation Act 1923 & Rules,
7. The Payment of Bonus Act 1965 & Rules,
8. The Payment of Wages Act 1936 & Rules,
9. The Interstate Migrant Workmen (Regulation of Employment And Conditions of Service) Act 1979.
10. The Maternity Benefit Act 1961& Rules.

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

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

**ANNEXURE-II**

**F. SCOPE OF SERVICE**

**Manual Screen-printing job on finished MS Barrel –**

The successful Vendor would undertake the job of screen printing on MS Barrels(210 Ltrs), as per the details given below; indicating therein approximate quantities and types of screen printing required to be done during the period of contract. The quantities mentioned are only indicative and may be increased / decreased depending on the market condition. The contractor is responsible to ensure adequate deployment of required manpower to handle the production also production to be done in extended hours, as per customer's requirement, at a time. The Company reserves the right to cancel the order in full or part and award the order in full or part to the next bidder, in case the job requirement of both lines and extended hours are not getting fulfilled, at the cost of original awardee.

SR NO	Description	Qty (Barrels)	UOM
1	IMPRESSION ON BODY - 1 IMP	180000	NOS
2	IMPRESSION ON BODY - 2 IMP	59722	NOS
3	IMPRESSION ON BODY - 3 IMP	18000	NOS
4	IMPRESSION ON BODY - 4 IMP	9586	NOS
5	IMPRESSSION ON BODY - 5 IMP	900	NOS
6	IMPRESSION ON BODY - 6 IMP	900	NOS
7	ISI / BL	270000	NOS

**Note –**

1. Ink, stickers and consumables will be supplied by the company.
2. Vendor has to arrange for screen & screen frame at their cost as per customer requirement.
3. The rates should be quoted inclusive of cost of material such as Kerosene, Screens, Screen Frames, Ink, Artwork, and labour charges. However, cotton waste will be provided by the Company. (Balmer Lawrie & Co. Ltd.)
4. The vendor should depute manpower to carry on the Screen-Printing impression job on Barrels at their cost.
5. The vendor should depute manpower to carry on the Screen-Printing impression job on Barrels at their cost.
6. The make for the ink will be Huber, Fujifilm or equivalent.

**Following activities are also included in the scope of work for the successful vendor within the quoted rates:**

- Correction of Wrong/ mis-printed Barrels in BL-Plant or at customer premises.
- Co-ordination with BL's Sales Desk for manual screen and art work as per customer requirement
- Bidder should have sufficient stock of screen at his/her end for contractual customers of BL
- For new customer – bidder need to submit the artwork within 2 days for approval once sale's desk submits the design/logo for development and once art work gets approved from BL's customer bidder needs to develop the screen within 2 days.
- Bidder need to keep/maintain all the data of approved art work of each customer (art work management) and need to produce as and when demanded by sale's desk during tender period.
- The estimated quantity mentioned above may vary by +/-10%

**Prospective bidders may contact Plant Head (Shri S.C. Tiwari) for further details regarding scope of work and ground level reality/working condition. Mobile no - 9601649295 // [tiwari.sc@balmerlawrie.com](mailto:tiwari.sc@balmerlawrie.com))**

**Normally the plants operate in one shift (First Shift – 9.00 AM to 6.00 PM) which is inclusive of lunch break and occasionally in extended shift also. [Working time may be staggered as & when required].**

**APPROXIMATE NUMBER OF MANPOWER FOR THE ABOVE-MENTIONED SCOPE OF WORK WILL BE 2 (TWO) NOS.**

**Contractor should ensure identity verification and character check of all workers employed in BL premises and submit an undertaking with respect to the same. If required by BL, proof of verification (PAN Card/ Aadhaar Card/ Voter ID/Ration Card/Etc.) toward identity proof and (Police Verification) towards character check for individual workers to be submitted within 15 days of deployment.**

**Other Terms & Conditions:**

1. The contractor shall ensure that the personnel are in proper uniform.
2. BL shall be at liberty to check / verify monthly pay sheets / records of the contractor to ensure that contractor is paying as per Minimum Wages Act of Gujarat State, and all statutory obligations are complied with
3. BL will not provide any Housing / Residential accommodation including canteen facility, transport and the company will not bear / reimburse any expenses in connection with the same. Contractor will be responsible for the above\
4. 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.
5. The company will make reimbursement towards monthly service charges. Notwithstanding the above, the contractor will be required to make payment of wages to their staff engaged in our premises within the stipulated due dates prescribed by the statute and submit documentary evidence along with the bill.
6. The contractor will be required to abide by all statutory compliances as applicable in the Plant and rules framed there under and / or any notification on the subject. The contractor shall be effecting payment to the employees which shall be as per Minimum Wages Act of State of Gujarat or any applicable statutes
7. As per the Minimum Wages Act of Gujarat, the basic wages are subject to revision from time to time within the contract period. The rates shown in the Price Bid are the current rates. The same will be revised on receipt of Circular issued by Govt. of Gujrat.
8. The contractor shall ensure that full strength of personnel is maintained at all time until and unless instructed by Balmer Lawrie authorized representative.
9. The employees deployed by contractor shall not under any circumstances be treated or claimed to be treated as an employee or servant of the company and shall not have any claim of any nature whatsoever on the company.
10. The price bid shall be considered only if the tender is qualified under prequalification bid. All decisions of the company in this regard shall be final.
11. The contractor will be responsible to provide trained and experienced as per the minimum criteria mentioned in the tender. The certificates from a recognised training institute to be submitted on deputation.
12. The Contractor will take care of all the Local and Statutory Compliances/issues and will be solely responsible to solve and tackle all local related issues.
13. The company will make reimbursement towards monthly service charges. Notwithstanding the above, the contractor will be required to make payment of wages to their staff engaged in our premises on or before 4th of the subsequent month and submit documentary evidence along with the bill.

14. The contractor will be required to abide by all statutory compliances at Vadodara and rules framed there under and / or any notification on the subject.

15. The contractor should submit all applicable statutory returns and provide proof thereof to the Company exclusively for the Unit. Contractor must have all the applicable Statutory Registrations / Licence like Contract Labour Act, GSTN, PF, ESI, Employees Compensation Act, and other Labour Laws (**Attach Proofs with the Quotation**).

16. The successful contractor shall ensure that their employees deployed by them at our plant, being so entitled in that behalf, are covered under EPF and ESI in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 ("the PF 1952 Act") and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF 1952 Act and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, **failing which Balmer Lawrie & Co Ltd (BLC) shall deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the contractor, from the consideration payable by BLC to the successful security contractor as per prevailing rules.** The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC shall further be entitled to deduct clerical charges at the rate of Rs.1,000.00 - on each such occasion from the bills of the successful contractor.

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"

The successful contractor will have to submit every month along with their bill, duly receipted copies of the following: -

- a) Challans for amount deposited towards EPF of employees (individual person's name) engaged by them during the period
- b) Form 12 showing employee wise details of contribution towards PF (both employer/employee's contribution)
- c) Form 5 and Form 10 showing addition / deletion of employees during the month
- d) Form 3A & Form 6A prescribed for employee-wise annual return of PF contribution would also have to be submitted at the end of the year.
- e) Proof of ESIC payment highlighting remittance meant on account of all contractor's personnel deployed
- f) Proof of deposit of Professional Tax & LWF (if applicable).

The receipted copy of Serial Nos. a, b & c of the previous month, to be submitted along with the next month bill.

17. The contractor will indemnify the company, its officers, employees and workmen against any loss or damage to property or otherwise by reason of any act or omission on the part of the personnel deployed by it and shall make good such loss or damage.

18. The price bid shall be considered only if the tenderer is qualified under technical bid. All decisions of the company in this regard shall be final.

19. 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 a Certificate & Indemnity Bond as per Annexure **E(IV) & E(V)** 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.

**20. The successful bidder shall submit copies of appointment letter duly received by the Contractor's employees within 30 days of issuance of Work Order or before the submission of first month bill, failing which, the first month bill may not be processed.**

**21. The successful bidder shall submit copy of the Employment card issued to his employees as per CLRA Act within 30 days of issuance of Work Order or before the submission of first month bill, failing which, the first month bill may not be processed.**

**22. The successful bidder shall submit Indemnity Bond as per Annexure-E(V) 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.**

**23. In case the successful bidder is covered under Labour Laws (Exemption From Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988 & wishes to avail exemptions, then the successful bidder has to submit Affidavit cum Declaration and Indemnity Bond as per Annexure E(IV) & E(V).**

The above list is only illustrative. The Officer-in-Charge shall in consultation with the Contractor can reduce or expand the scope of the duties & responsibilities without any additional liability on the part of BL.

**ANNEXURE – III**

**G. GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-IV attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] The Successful bidder has to ensure filing of timely and accurate GST Returns, as per the GST Rules against the contract awarded. In case the successful bidder is found to be non – compliant in filing of GST Returns at any point of time during the tenure of the contract, BL reserves the right to recover the defaulted GST amount paid to the successful bidder from Security Deposit / outstanding payments. BL at its discretion may also decide on termination of the contract, without any notice period, in case of such default being detected.
- [8] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment,/ black listing the vendor/debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

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



**H. DETAILS OF VENDOR**

**ANNEXURE-IV**

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From /To	

**ANNEXURE V**

**I. PRICE BID – to be filled by BIDDER --**

SI.No	Major scope description	Period	Rate per month.	Rate for the period
1	Manual Screen-Printing job on the MS barrel as given in the scope of service [Ref Annexure – II]	12 months		

Prospective bidders may contact Plant Head (Shri S.C. Tiwari) for further details regarding scope of work and ground level reality/working condition. Mobile no - 9601649295 // [tiwari.sc@balmerlawrie.com](mailto:tiwari.sc@balmerlawrie.com))

Normally the plants operate in one shift (First Shift – 9.00 AM to 6.00 PM) which is inclusive of lunch break and occasionally in extended shift also. [Working time may be staggered as & when required].

**APPROXIMATE NUMBER OF MANPOWER FOR THE ABOVE-MENTIONED SCOPE OF WORK WILL BE 2 (TWO) NOS.**

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

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

**ANNEXURE - VI**

**J. ADDRESS OF BALMER LAWRIE PLANT**

**Balmer Lawrie & Co. Ltd.,  
Industrial Packaging,  
Plot no.727, GIDC, Manjusar,  
Savli, Vadodara, Gujarat**

**ANNEXURE- VII**

**(To be provided by successful bidder only)**

**K. Format of the Bank Guarantee (Security Deposit)**

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

Dear Sir,

That Messrs. /Mr.\_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. ----- dated -----(hereinafter referred to as “the said Tender”) for “Providing Mechanical, Electrical and other maintenance activities which includes machine/utility preventive and break down maintenance” and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

**ANNEXURE - VIII**

**L. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. <b>NEFT/RTGS IFSC</b> Code	<b>SCBL0036046</b>
	H. 9-digit MICR code appearing on the cheque book	400036002
	I. <b>SWIFT CODE</b>	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	Vendor's e mail id	

**ANNEXURE-IX**

**M. CONDITIONS FOR ONLINE BID SUBMISSION**

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

**Minimum System Requirements:**

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- High Speed Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

**Operating System:**

- Windows 7,8,10

**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

**Procedure for Bid Submission**

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

**Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for C1 India helpdesk officers

1.Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday)

Email - [ritu.patil@c1india.com](mailto:ritu.patil@c1india.com)

2. Mr. Tirtha Das, Mob +91 -9163254290 Email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com) (Kolkata / Monday -Friday)

3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email–  
[chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com) (Chennai / Monday -Saturday)

4.Helpdesk Support (Kolkata) Email -[blsupport@c1india.com](mailto:blsupport@c1india.com) - (Monday – Saturday) +91 -8017272644 **Escalation level 1**– Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com) **Level 2** -Mr. Sandeep Bhandari [sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com) +91-8826814007

Or

**Balmer Lawrie's officials.**

**Contact nos. and e.mail ID's**

1.Shri Tushar Ingale (Mob.9769015541 Land Line No.022 66258209)

e.mail: [ingale.td@balmerlawrie.com](mailto:ingale.td@balmerlawrie.com)

**Digital Certificate authentication:**

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

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

**Bid Submission Acknowledgement:**

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

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.** The bidder shall furnish the other documents if any either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD if applicable, cancellation of work and criminal prosecution.

**Disclaimer Clause**

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



**Annexure – X**

**N. CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

**The supplier declares herewith:**

- f Legal compliance**
  - o to comply with the laws of the applicable legal system(s).
- f Prohibition of corruption and bribery**
  - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- f Respect for the basic human rights of employees**
  - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
  - o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
  - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
  - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - o to comply with the maximum number of working hours laid down in the applicable laws;
  - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- f Prohibition of child labor**
  - o to employ no workers under the age of 18;
- f Health and safety of employees**
  - o to take responsibility for the health and safety of its employees;
  - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - o to provide training and ensure that employees are educated in health and safety issues;
  - o to set up or use a reasonable occupational health & safety management system;
- f Environmental protection**
  - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - o to minimize environmental pollution and make continuous improvements in environmental protection;
  - o to set up or use a reasonable environmental management system;
- f Supply chain**
  - o to use reasonable efforts to promote among its supplier's compliance with this Code of Conduct;
  - o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

**ANNEXURE – XI**

**O. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT**

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

<b>Sr.No.</b>	<b>Industrial Packaging -Location</b>	<b>Contact Person</b>	<b>Contact No.</b>	<b>email ID</b>
1	Silvassa	Mr. Prasoon Aggarwal	9555587372	<a href="mailto:aggarwal.p@balmerlawrie.com">aggarwal.p@balmerlawrie.com</a>
2	Chennai	Mr. Manoj Karmakar	8124056521	<a href="mailto:karmakar.mk@balmerlawrie.com">karmakar.mk@balmerlawrie.com</a>
3	Chittoor	Mr. Pravin K Singh	9883325136	<a href="mailto:singh.pk@balmerlawrie.com">singh.pk@balmerlawrie.com</a>
4	Asaoti	Mr. D P Sharma	9717695849	<a href="mailto:sharma.dp@balmerlawrie.com">sharma.dp@balmerlawrie.com</a>
5	Taloja	Ms. Rekha	9867420162	<a href="mailto:rekha.rr@balmerlawrie.com">rekha.rr@balmerlawrie.com</a>
6	Vadodara	Mr. Vishal Gokharan	9819520229	<a href="mailto:vishal.g@balmerlawrie.com">vishal.g@balmerlawrie.com</a>

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

**ANNEXURE – XII**

**P. Purchase Preference for Make in India and MSE suppliers -**

**1. Purchase Preference under Public Procurement (Preference to Make in India) Order:**

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

“Margin of purchase preference” means the maximum extent to which the price quoted by a \*Class-I local supplier’ may be above the L1 for the purpose of purchase preference.

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, full quantity will be awarded to L1.

- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest
- If Class-I local supplier matches L1 price the contract will be awarded to them.
- In case none of the Class-I local suppliers are able to match the L1 price, then the contract will be awarded to the original L1 bidder

**Note:** For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June 2020.

## **XII - (A) - DECLARATION –**

### **BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT**

Dated .....

I/We,M/s.....,address.....  
....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

Domestic Content (%) –  
Imported Content (%)–

It is also declared that the value addition for the material supplied/ to be supplied is made at following locations:

- a) .....
- b) .....
- c).....
- d).....

Authorized Signatory,

**XII (B) DECLARATION –**

**BIDDER TO SUBMIT ON THEIR LETTER PAD –**

**“BID SECURITY DECLARATION”**

Dated .....

We \_\_\_\_\_ (Name the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the security deposit before the deadline defined in the NIT, we will be suspended for the period of two years or the contact period whichever is later

Authorized Signatory,

**Restrictions on Ground of Defense of India and national Security:**

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

## **XII (C) DECLARATION –**

### **BIDDER TO SUBMIT ON THEIR LETTER PAD FOR RESTRICTIONS ON GROUND OF DEFENSE OF INDIA AND NATIONAL SECURITY**

Dated -

We \_\_\_\_\_ (Name the bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that this bidder is not from such a country and is eligible to be considered.

Authorized Signatory,

**XII (D) DECLARATION –**

**CPPP DECLARATION**

**BIDDER TO SUBMIT ON THEIR LETTER PAD**

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS  
AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.)

Dated .....

I/We, M/s .....,  
address....., hereby declare that I/We  
are registered as MSE supplier and have registered our Udyog Aadhar  
Memorandum (UAM) Number.....on Central Public Procurement  
Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above  
claim through CPPP.

I/We hereby also declare the following: -

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietors is a female – Yes / No [Kindly tick the appropriate category].