



SBU – Greases & Lubricants,
Survey No. 201/1,
Sayli, Silvassa
Tel. No. 9099085731-Ext 60/30

NOTICE INVITING PUBLIC TENDER

Tender No. GLS/TE21/053_____ DATED: 29.10.2021

Due date of Tender: 22.11.2021 till 4:00 PM

Online bids (2 bid) are invited from vendors through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in> for providing “Facility Management service” at Manufacturing unit of Balmer Lawrie & Co. Ltd. (BL) Greases & Lubricants (G&L) division at the following address:

**Survey No. 201/1,
Sayli, Silvassa– 396230.**

Contact Persons of Balmer Lawrie & Co. Ltd.

1.Sr. Manager (SCM)

Contact No. 9099084731 [Ext 60]

Email: sengupta.s@balmerlawrie.com

2-Deputy Manager (HR)

Contact No. : 9099084731 [Ext 30]

Email: bhattacharya.s@balmerlawrie.com

Declaration for GeM

“The tendered item/service is not available as per our scope in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”

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Instruction to Bidders

1. Procedure to submit On-line Bid

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

The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the eProcurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1 India Pvt., Ltd. or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd., 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email: blsupport@c1india.com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr.TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		
In case, you are unable to get in touch with any of the Technical Support Associates, kindly drop a mail at blsupport@c1india.com mentioning your Name and Mobile No. One of our associates will get back shortly.			

1.3 Digital Certificate authentication

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

1.4 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.

1.5 Submission of Hard copies:

After submission of bid online, the bidders MAY submit the documents as required, to the Tender Inviting Authority before the due date at BL G&L Silvassa Plant.

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

1.6 Disclaimer Clause

Neither 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.

Notice Inviting Tender(NIT)

Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, Netaji Subhas Road, Kolkata – 700 001 having its 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. SBU Greases & Lubricants is having its manufacturing plants in Chennai, Silvassa and Kolkata. All these Plants are ISO Certified and confirms to Safety, Health and environment norms.

Definition:

Facility Management Service: This service involves maintenance of the office amenities by cleaning with sanitization and to keep them in hygienic conditions. Cleaning of Electrical & Electronics equipment like lights, telephone, computers, laptops etc. with special cleaning liquids. Upholstery cleaning and with required material would be a part of the job.

1. Online bids (two part bid) are invited for providing “Facility Management Services” at the Company’s Silvassa Plant as per Scope of Work / Job Descriptions mentined in this tender.
2. The tender is invited in **Two Bid System: Pre-Qualification Bid and Price Bid.**
3. All documents required in the tender can be scanned and submitted online.

All Bids are to be completed and submitted as per tender requirements within the tender due date.

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

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

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

The successful bidder will be the Supplier/ Contractor.

This document is the Tender Enquiry soliciting bids from the prospective suppliers .

5. **Bid Security declaration**

Participating bidders need to submit bid security declaration on bidder’s letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

Bidder needs to submit the Declaration as per the below format:

“We hereby declare that the we will not withdraw or modify our bid after tender due date and during the bid validity period which is 90 days from the date of opening of tender, etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender.”

Penal Action in case any bidder withdraws or modifies the bid after tender due date:

In case any bidder withdraws or modifies the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 (twelve) months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

6. **National Security Clause:** This clause would be followed as per details given below.

Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- 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" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) 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.

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

" We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that (Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that (Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

7. Preference to Make In India Policy –

Purchase preference as per preference to Make In India Order of Govt. Of India (Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT).

Only Class I local supplier are eligible to participate in this Tender

Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under:

"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 custom 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 or more than 50%, as defined under this 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 this Order.

In view of above guidelines, you are required to furnish information in the following prescribed format a self-certificate regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

S.No.	Item Description	% of Local Content in your product	Supplier Category Class I / Class II / Non-Local
1.	Facility Magement Services		

Verification of local content

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes

to the notice of other procurement entities, in the manner prescribed under paragraph (h) of the order.

Bidders to note the **Bid Rejection Criteria** as detailed in Clause no. **8.2 given below**

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

8.1 **Late Bids:** No bidding is admissible in the E-Proc platform after the bid closing date.

8.2 Bid Rejection Criteria

A bid may be rejected if

- i. The bidder does not meet the pre-qualification criteria and/or non-submission of documents specified.
- 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. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- v. Bidder **who** do not submit their price against each of the 'Description of Work/**Job** as mentioned in the tender.
- vi. Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender.

9. 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*)

10. Corrigendum to tender:

Corrigendum/ Amendment : Any amendment /Corrigendum, as and when required, will be uploaded only on the website of the Company www.balmerlawrie.com and <https://balmerlawrie.eproc.in> and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites from time to time to make note of corrigendum / amendment if any. BL will not be responsible for non-receipt of communications in this regard.

11. BL tenders are also displayed in Central Public Procurement Portal –visit <https://eprocure.gov.in/cppp> and select Balmer Lawrie and Company Limited

12. Integrity Pact

Submission of Integrity pact agreement [ENCLOSED HERewith] is a mandatory prerequisite for Bids to be eligible for further evaluation. The Integrity pact Agreement consists of (1) Covering letter from the bidder to Balmer Lawrie (BL) (2) Integrity Agreement. Bidders should mandatory sign and submit complete Integrity Pact Agreement for both covering letter and the Integrity Agreement in order to be eligible for further evaluation in this tender. The signed IP should be complete in all respect and it is required to be uploaded in the e-tender portal along with bid. Partial submission of IP document will not be considered. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

GENERAL INFORMATION

This tender document defines the scope of work. All pages of this document issued at the time of execution, shall form the integral part of the contract.

SCOPE OF WORK

1	General office cleaning including toilets (to be completed half an hour before the start of office hours) . Cleaning of office area, lobby areas, lift areas, staircases, toilets, reception / entrance area etc.-(to be kept sparkling clean at all the time and at any call from concerned officials). Work on holidays can be carried out on full day basis in consultation with BL staff on requirement.
2	General cleaning of office rooms and hall including partitions, lobby area, lift area, toilets, reception, entrance etc. All areas should be sparkling clean and dry at all the times. Soaps, air fresheners, Sanitisers, antiseptic liquids and cleansing agents as approved by BL are to be used. Frequency: Minimum 1 time in a day OR as and when needed.
3	Removal of wastepaper and garbage (final waste/ garbage need to be disposed of as per instructions.
4	Dusting/ cleaning of all furniture, wet & drying / mopping with cleansing agent. The cleaning agents approved by BL are to be used- Frequency: Window and door sponging from inside/ outside with proper cleaning of frames/ pictures on walls, cleaning of blinds, minimum once a week.
5	Using of room spray as and when needed.
6	Cleaning with disinfectant & dusting/cleaning of computer/ terminals/ telephone/ fax/ telex machines/ photocopying machines and all sophisticated electronic equipment. Special cleaning agents to be used for sophisticated equipment without any damage/ leakage of liquids etc. to the instruments (only computers and monitors to be cleaned in the presence of the users).
7	Stocking of toiletries such as tissue rolls, liquid soaps, naphthalene balls, urinal cubes, odonil etc. Harpic cleaning/ scrubbing of toilets/ WCs/ urinal stands/ wash basins/mirrors etc. of all the toilets. Frequency : Daily in the morning and afternoon and on call basis.
8	Cleaning/dusting of planters, paintings/ posters/ notice boards/ name plates etc. Frequency: Daily without disturbing the décor/ finishing of the paintings/ pictures. Cleaning agents approved by BL accordingly be selected for use.
10	Thorough cleaning/ washing of entire floor area from basement to terrace/ roof tops using special chemicals for granite/ marble/ other flooring and absolute drying/ mopping thereafter. As per requirement basis.
11	Cleaning of light fittings/ fans/ tube lights and such other fittings/ false ceiling etc. including electronic items like telephone and computers etc using special cleansing agents approved by BL. Frequency: As per requirement
12	Glass/ windows/ doors cleaning. Frequency: Once in a week or early, as per requirement.
13	Floor scrubbing of all floor area. Frequency: Bi-monthly or on requirement.
14	All common area should be dusted and mopped at frequent intervals to remain sparklingly clean.
15	Any other facility management work as and when needed/ instructed.
16	Shampooing of chairs and sofa on need basis as and when needed. Proper receipt of the same needs to be procured for reimbursement of the expenses.

Note: Materials and consumables - Details mentioned in vendors obligation.

Sunday will be treated as Off-day. However, emergencies will have to be attended and work may be done as per instruction of BL Officer.

Bidders shall confirm the scope of work by submitting the signed and stamped copy of the tender document including the scope of work as a token of acceptance of scope of work and all other terms and conditions of the tender.

PRE- QUALIFICATION CRITERIA

The interested bidders have to provide documentary proof for the information provided and should fulfill the following criteria.

SN	Description	Documents to be provided
1	Minimum 3 years' experience of handling similar job in Govt/PSU/ MNC offices etc.	PO Copies for last 3 Calendar years since 2018 / Satisfactory Service Certificate as per the Annexure G
2	Should have executed / executing at least 2 similar job of value Rs 10 lakhs each or more per year in last 3 years	2 PO copies from 2018 , 2019 or 2020 or 2021
3	Should not be blacklisted by any PSU / Govt. Dept/ Govt. Agencies	Self-Declaration duly signed by Authorized Signatory
4	Registration Code No. – Provident Fund	Self-certified copy
5	Registration Code No. – ESIC/ WC wherein ESIC is not applicable	Self-certified copy
6	Valid Contract Labour License	Self-certified copy
7	Shops & Establishment License	Self-certified copy
8	Company's Income Tax PAN Number	Self-certified copy
9	GST Registration Number	Self-certified copy
10	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 (Annexure: F)
11	Signed and stamped copy of tender document	Signed and stamped copy of Tender document by the authorized signatory to be submitted

NOTE

The technical bid will be opened first. Price bids of those vendors who are qualified under the pre-qualification criteria shall be considered for evaluation. In the event of non-submission of documents / data sought above, the vendors shall be disqualified for consideration of price bid opening.

SPECIAL TERMS AND CONDITIONS

1. Bidder should quote in the Price Bid format and should comply with with the applicable Minimum Wage requirements of DNH.
2. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
3. **Period of Contract** – The Contract will be for a period of one-year tentatively from January 2022 to December 2022. Based on performance, the contract may be extended on mutual agreement for further period of upto one year on existing terms and conditions after expiry of initial agreement.
4. **Tender Evaluation: The tender would be finalized on the basis of Lowest L1 considering Fixed Service Charges.**
5. **Security Deposit (SD):** Security Deposit of 3% of Purchase Order/Contract Value to be deposited within 15 days of receipt of Purchase Order/ Contract in the form of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai or Bank Guarantee valid for 18 months in BL's format. BL will have the option to cancel the purchase order/contract in case security deposit is not received within 15 days of issue of Purchase order / Contract.
6. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
7. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to service delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.
8. All bidders must submit a declaration in pertaining to experience as per Annexure H stating the names & other details of the organization where they have provided such service in the previous 3 years.

In case, the vendor has worked in any units of BL or its JV/ subsidiary, as per the details provided by the vendor, the feedback from those units may be considered as per the requirement of the Unit.

GENERAL TERMS & CONDITIONS

1. The successful bidder or contractor means the firm or company with whom the order is placed and shall

be deemed to include the **concerned bidder and his** successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause as acceptable to BL shall be considered applicable at the time of any dispute

2. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

3. The bidder should not have been blacklisted by any PSU / Govt. Department (a self- certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled

4. The successful bidder shall acknowledge the receipt of purchase order/**contract** within 10 days following the mailing of the **Order/contract** in writing or through email and shall there by confirm his acceptance of purchase order/ **contract** in entirety without exceptions. **BL will have the option to cancel the purchase order/contract in case acknowledgment of receipt of purchase order / contract in entirety is not received within 10 days of issue of Purchase order/contract.**

5. Submission of tender will mean that the bidder has fully understood and accepted the terms and conditions of the tender. The bidder shall submit signed and stamped tender document (this document) as proof. Any subsequent revision on the **offer** will not be considered and may lead to rejection of tender.

6. **Submission of Online Bids:** The Price Bid should not contain any information other than the price. Price Bid should be filled as per the online Price Bid format provided.

7. **Security Deposit (SD):** Security Deposit of 3% of **Purchase Order/Contract** Value to be deposited within 15 days of receipt of Purchase Order/ Contract in the form of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai or Bank Guarantee valid for 18 months in BL's format. **BL will have the option to cancel the purchase order/contract in case security deposit is not received within 15 days of issue of Purchase order / Contract.**

The Security Deposit will not bear any interest.

The Security Deposit will be refunded only after successful completion of the contract without any legal / statutory liability.

Security Deposit is liable for forfeiture **in case of**

a. Withdrawal of offer during validity period

b. Unsatisfactory services i.e. **failure of contractor** to **execute the Jobs** as per the requirement of **BL** during the validity of the contract.

c. **The Contractor damages or loses records /documents of the Company and/or fails in statutory compliances.**

d. The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.

e. The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.

f. The license of the Contractor is withdrawn / cancelled by any statutory / legal authorities during the validity of the contract.

g. Successful Contractor violates the tender condition.

h. Failure to comply statutory dues within due dates as per the statute and/or non-submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions without any legal / statutory liability. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit. In case of any damages caused to the building, plant and machineries, the Security Deposit will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any, on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** (excluding the due date) from the date of opening of the tender.
8. **Submission of Online Bids:** The Price Bid should not contain any information other than the price. The Price Bid should be filled as per the online Price Bid format provided.
9. **Acceptance of offers**
 - 9.1 BL reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
 - 9.2 Bids of tenderer may be rejected if conflict of interest is detected between the bidders and BL at any stage.
 - 9.3 BL reserves its right to allow Public Enterprises price / purchase / contract / service preference as admissible under the existing Government policy. The decision of BL in this connection will be final.
 - 9.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents will be rejected.
 - 9.5 In the event of L1 being more than one bidder, the period of this tender may be equally divided among the L1 bidders or negotiate with all the L1 bidders at the discretion of BL.
10. **Negotiations**
 - 10.1 BL reserves the right to negotiate with L1 **bidder(s)**. The **bidder(s)** will have to attend the concerned office of BL for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of BL.
 - 10.2 In case of negotiation, the **bidder(s)** should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the **bidder(s)** fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.
- 10.3. **Notification of Award**

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of Intent on the successful bidder(s) **or may ask for extension of validity of offers** .
11. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent in writing. In the event of contractor contravening the conditions, BL shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.
12. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated
13. **PENALTIES IN CASE OF NON-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 5000/- 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 Bill of the work or any other dues payable to the contractor by the authority.
14. **Safety**

The bidders are strictly advised to follow the various safety aspects as per HSE norms pertaining to the work. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

HSE Requirements to be followed by the Contractor

14.1 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 disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

14.2 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

14.3 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 of 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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.

14.13 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.

14.14 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.

14.15 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.

14.16 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.

14.17 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.

14.18 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.

14.19 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.

15. **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.

16. **Delay in providing services**

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause No. 20.

17. **Price**

Unless otherwise agreed to in terms of the purchase order, the price shall be Firm and not subject to escalation for any reason whatsoever till execution of entire order.

18. **Payment Terms**

Payment will be made within 30 days from date of submission of bill. Only one invoice per month will be accepted. Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

The monthly bills should accompany necessary statutory documents like evidence of payment towards ESIC, PF, etc. as also overall records of job done.

19. **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.

20. **Risk Purchase**

In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us would be recovered from the party's due payments or security amount held with us.

21. **TENDER CANCELLATION CLAUSE:**

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

21. Tea can be provided by the Contractor for 2 times in a day to the personnel deployed. The same can be reimbursed from the Company along with the monthly invoice.

22. Statutory Compliances to be followed by the Contractor

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

22.1 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.

22.2 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 Maharashtra/DNH/Gujarat Minimum Wages Rules,
- k) The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
- l) Professional tax (if applicable)
- m) The Code on Wages, 2019 & Rules 2020
- n) The Maharashtra/ Gujarat/ DNH Labour Welfare Fund Act, 1953 (if applicable)
- o) Any other state/local applicable legislations

All Bidders must submit an Affidavit (Annexure-F) 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.

22.3 Indemnity Bond

The successful bidder shall submit Indemnity Bond as per Annexure- A within 30 days of issuance of Work Order or within 20 days of start of Contract, whichever is earlier, failing which, the first month bill of the Contractor shall not be processed. Another Indemnity Bond (Annexure- B) & Certificate (Annexure-C) to be given by the outgoing contractor before his last month bill & final settlement is released by BLC.

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

22.5 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.

22.6 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.

22.7 The contractor shall be responsible for timely submission of all applicable statutory returns and provide proof thereof to BLC exclusively for the Unit/business.

22.8 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.

22.9 The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the contract operation so as to confirm to the prevalent law and statutory requirements that may be applicable from time to time.

23 **Safety and other 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.

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. The contractor shall arrange for group medical insurance of Rs.50000/- per annum per deployed person in addition to Employee Compensation policy per annum per deployed person. The policies must be acceptable to unit/location HR/Admin resource. The premium for both the policy shall be reimbursed by BLC on submission of satisfactory documents. The same shall be absolutely as per the requirement of the Company.

Fidelity Insurance to be taken by the Contractor in case of the same is required by BL during the period of contract. The amount of the same would be reimbursed to the Contractor.

Police verification for personnel deployed should be done by the vendor in line with the requirement of BL.

24 **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.

25 **Payment**

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

- a) Monthly bills along with Attendance Register (Form B, C, D under CLRA Act) duly certified by contractor supervisor & bill authorised by 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 25th day of the following month for which bills have been submitted after deduction of retention money if any. Income Tax, as applicable, would be deducted from 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.
- (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.

26 **Indemnity:**

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

27 **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 of BLC 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 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.

28 **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.

29 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.

- 30 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.
- 31 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.
- 32 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.
- 33 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.

34 ARBITRATION

Dispute Resolution, Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co. Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at **Kolkata only** and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute. The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

In the event of any dispute or difference relating to the interpretation and application of the provisions 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 & Departments) such dispute 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.

35 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 license issued in that behalf by the Licensing 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.

36 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.

37 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.

38 PAYMENT OF BONUS

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

- 39 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.

40 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.

41 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 month bill. Non-submission of the aforesaid Forms and/or any discrepancies in the aforesaid contribution will lead to deduction from the contractor's 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 employee 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"

42 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).

43 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.

44 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.

45 APPLICABLE LAW

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

46 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.

47 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

48 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 Security Deposit will be forfeited.

49. **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.

50. **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.

51. Each page needs to be signed and stamp by the successful bidder.

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

VENDORS OBLIGATION

- 1) The Contractor should have necessary PF, ESIC/Workmen's Compensation policy registration (if applicable), PAN No., and Service Tax No. Relevant documents to be attached along with the offer. **"APPLIED" status for statutory licenses & documents is not acceptable by the company. The Contractor shall submit the documentary proof in support of the same.**
- 2) The Contractor will have to maintain daily checklist to record jobs done at locations, to be certified by Contractor's supervisor and should be enclosed with the monthly bills.
- 3) There will be monthly joint inspection by the Supervisor of the Contractor and BL representative with record of minutes and action taken report.
- 4) The Contractor shall ensure that his workmen are in neat and clean uniform while on duty display the I-Card at all times and attend the duties regularly.
- 5) The Contractor's workmen should be easily traceable within the Company's premises and shall have to strictly follow the Company's direction relating to cleanliness. Wearing of Uniform and personal protective appliances, etc.
- 6) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen and provide alternate resources.
- 7) The Contractor shall ensure personal supervision of the facility management service in the Office and will meet the BL Officer-in-Charge fortnightly or as and when required.
- 8) **The Contractor will have to provide all consumable materials like Hand Wash, Detergent, Phenyl, Mops, Dusters, Brooms, Disinfectants, Floor cleaner, Tissue Rolls, Toilet Brush, Air-freshener and other required accessories for proper execution of the job. The material provided should be pre-approved by BL. All cleaning material is to be borne by the vendor and would be reimbursed by the Company except for diesel usage, if any up to a maximum limit of Rs 50,000 (Fifty Thousand) plus taxes for the TOTAL CONTRACT PERIOD OF twelve (12) MONTHS. In case contract period is extended further this value will be increased on proportionate basis eg. If the contract is extended for a further period of one year the total value of reimbursement for consumable materials for 24 months period will become Rs.1,00,000/- maximum + taxes.**
- 9) 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 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 BL staff 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.
- 12) The Contractor will ensure that the workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- 13) The Contractor shall arrange to obtain necessary entry permits from BL staff for the personnel engaged by him and issue them identification cards.
- 14) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the BL staff, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.

15) Wherever any dispute arises, the decision of BL would be final and binding on the Contractor.

16) **CONFIDENTIALITY / SECRECY**

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

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:

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 colour, 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; o 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 behaviour 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 labour: 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.

DETAILS OF CONTRACTOR

The following information to be furnished by the Contractor –

1. Name of the Contractor:
2. Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited Company:
3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)
 - a. Registered Office:
 - b. Branch Office (quoted against this tender) :
4. Year of Establishment
 - Date of Registration (With Photo Copies)
 - Registration No
 - Year of Commencement of Operations
5. Details of business activities including that of Sister Concerns, if any
6. No. of employees employed
 - ❖ Permanent
 - ❖ Temporary

GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-III 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] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

ADDITIONAL DETAILS OF VENDOR

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

ANNEXURE-IV**PRICE BID – to be filled by BIDDER (PART A)**

Sr No	Particular	Proposed Wages - Per Day			
		Supervisor	Sweeper	Workers	Office Boy
1	Basic	304.00	296.00	288.00	304.00
2	Special Allowance	72.20	72.20	72.20	72.20
3	Canteen Allowance	20.00	20.00	20.00	20.00
4	HRA	100.00	50.00	50.00	50.00
5	PF @13%	51.51	50.47	49.43	51.51
7	Bonus @ 8.33%	31.34	30.67	30.00	31.34
8	Leave 5 %	18.81	18.41	18.01	18.81
9	UNIFORM, Safety Shoes - per day / per person (to be provided at least once a year - Proportionate cost per Day / per person)	7.0	7.0	7.0	7.0
10	Service Charge - per Day / per person				
11	Total per day / per person	604.85	544.75	534.64	554.85
12	No of Persons	1	2	11	1
13	Basic Value per Day in Rs	604.85	1089.49	5881.05	554.85
14	Basic Value per month [26 Working Days] in Rs	15726.19	28326.85	152907.23	14426.19
15	Total Value for 12 months in Rs	188714.28	339922.17	1834886.75	173114.28
16	TOTAL CONTRACT VALUE FOR AN YEAR excluding GST in Rs	2536637.47			

Service charge needs to be quoted by the parties.

Minimum Wages in line with the DNH local administration would be paid to the personnel along with the revisions from time to time.

The Contractor will have to deploy thirteen persons on daily basis. Among the said personnel, the following should be there

- One Housekeeping supervisor.
- Three Sweepers
- Eight Housekeeping Helpers
- One Office boy (At least 8th Pass)

13 personnel to be deployed on any given day in the factory. However the per day deployed manpower may be increased as per the requirement of the Company from time to time.

Note: Certified that the above quoted rate complies with minimum wages act and all the statutory provisions & rules as applicable and is subject to revision in line with the notifications issued by the Labour Board from time to time. The above rate is inclusive of Service tax or any other tax payable to Government.

ANNEXURE- V
(To be provided by successful bidder only)

Proforma of the Bank Guarantee (Security Deposit)

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

Dear Sir,

That Messrs. /Mr._____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. ----- dated ----- (hereinafter referred to as "the said Tender") for providing "**facility management service**" at **Silvassa** 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. _____.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. _____.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 all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 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- A

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) (Gujarat) Rules,1972 and applicable rules of Contract Labour at DNH , 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 Silvassa Jurisdiction only.

Place:

Date: / /

Witness:

Accepted by:

(For, Principal Employer)

ANNEXURE- B

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.500/-)

INDEMNITY BOND

I,, Designation of M/s. Address - Hereby declare and certify that we have employed workmen in connection with the Executing of the contract job awarded to us vide work order No. dated for Work of At. And all the 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 Authorised Representative
of

M/s.

Name _____

Name :

Designation:

2. Signature _____

Name _____

ANNEXURE- C

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-D

AFFIDAVIT CUM DECLARATION

I, Shri. _____, S/O
Shri _____, Proprietor of M/s.
_____, the deponent herein, aged _____, religion
_____, occupation _____, Indian citizen, having permanent
address at _____ (complete address), do hereby state and
declare on solemn affirmation as under :-

1. I say that I have entered into a contract with M/s. Balmer Lawrie & Co. Ltd.
(hereinafter referred as 'the Company') for the purpose of
_____. The said contract was awarded to me by the
Company after floating a tender for the aforesaid purpose.
2. I state and declare that currently, there are less than **(10/20)** employees
employed by me and the total strength of my employees does not exceed
(10/20).
3. I state and declare, that I am a **(Very Small/Small)** Establishment as per the
Sec. _____ of the Labour Laws (Exemption From Furnishing Returns and
Maintaining Registers by Certain Establishments) Act, 1988. I also state and
declare that under the provisions of the above Act, I am exempted from
maintaining the Labour Compliance under different Labour Laws and instead I
am only required to maintain Form A, B, C and D.
4. I state and declare that I take full responsibility of the above statement of
exemption under the said Act and also take full responsibility of the action of
non-compliance of the labour compliance due to exemption under the
abovementioned Act.
5. I say that whatever stated in this affidavit is true and correct and without any
pressure and the same is binding to me.

Solemnly affirmed at _____ on _____ this day of _____,
2019

.....
(Deponent)

.....
Identified, Explained and Interpreted by me
And signed before me

INDEMNITY BOND

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

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

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

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

Place:.....

Date :

.....
Signature of Indemnifier
(Name and Designation)

.....
Signature of Indemnified
(Name and Designation)

Witness:

1.....
Signature with Name, Designation & Address.

2.....

Signature with Name, Designation & Address

ANNEXURE – F

AFFIDAVIT OF BIDDER'S STATUTORY COMPLIANCE

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

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 Security deposit & initiate suitable legal proceedings against _____(Bidder).

Signature : _____

Name : _____

Date : _____

EXPERIENCE FORMAT**ANNEXURE – G**

FORMAT FOR FURNISHING EXPERIENCE IN THE RELEVANT FIELD DURING LAST 3 YEARS					
Sl. No.	Name of the Organization to whom services was provided with complete address and telephone numbers	Perio		Contracte d amount (Rupees per month)	Reasons for terminatio n, if any
		From	T o		