

**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258191/66258208
Fax No. 091 - 022– 66258200**

NOTICE INVITING TENDER

Tender No. 0100LE0955 dated 15.11.2017

**Due date of Tender: 22.11.2017 at 10:30 hrs.
Opening of Technical Bid: 22.11.2017 at 11:00 hrs.**

Online Two Bid e-Tender is invited for providing “Security Services to our Plant located at 62, Patnam post, Thavanam palle Mandal, Aragonda Road, Chittoor, Andhra Pradesh-517131.” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>

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

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Shri J S Antony, Landline 08572-281077 e.mail : antony.js@balmerlawrie.com 2. Shri Nayan Yadav, Mob.08879294183 Land Line No.022 66258191 e.mail: Yadav.nd@balmerlawrie.com	Contact Person 1.Mr. Sachin Toraskar, Land No 022 66865610 Email - sachin.toraskar@c1india.com 2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 3. Mr.Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com 4. Mr. CH.Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com 5. Mr.Partha Ghosh, Mob.0 08811093299 Email – partha.ghosh@c1india.com

1. Introduction

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

A. Instructions for bidders

1. Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited from experienced parties who meet the Pre-Qualification criteria for providing "Security Services" as detailed in Annexure I of this tender for our plant at Chittoor [AP].

2. Please Refer to Annexure –II for detailed requirement.

3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification/ Technical Bid and Price Bid**.

4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification/Technical bid can be submitted only after the online bid submission.

5. Important points to be noted

- | |
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| 5.1 Due date for online bid submission 22.11.2017 at 10:30 hrs |
| 5.2 Online Pre-Qualification / Technical Bid opening 22.11.2017 at 11:00 hrs |

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

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

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

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

The successful bidder will be the Supplier.

This document is the Tender.

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

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

MSEs HAVING VALID REGISTRATION AS PER PROVISION OF THE PUBLIC PROCUREMENT POLICY 2012 I.E. REGISTRATION WITH THE SPECIFIC DEPARTMENT [*NSIC / MSME / DIC /] SPECIFIED BY MSME DIRECTORATE ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT. *HOWEVER, MSEs REGISTERED WITH NSIC NEED TO HAVE

REGISTRATION UNDER SINGLE POINT REGISTRATION SCHEME OF NSIC TO BE ELIGIBLE FOR SUCH EXEMPTION.

NOTE: - Bidder having NSIC/MSME/DIC Registration needs to attach complete set of copies of valid Certificate applicable for the tendered item/service.

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

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

7. Corrigendum to tender:

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

8. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Annexure I – Pre-qualification criteria
- C. Special Terms & Conditions
- D. General Terms & Conditions
- E. Annexure II - Scope of Work
- F. Annexure III – Order dated 6.10.2017 (F.No.1/13(6)/2017-LS-II, Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C), New Delhi.
- G. Annexure IV – GST Compliances
- H. Annexure V – Details of vendors
- I. Annexure VI – Additional details of vendors
- J. Annexures VII – Price Bid.
- K. Annexure VIII – Addresses of Balmer Lawrie location
- L. Annexure IX – Format of Bank Guarantee
- M. Annexure X - Bank Details for SWIFT/RTGS Transfers

N. Annexure XI - Conditions for Online Bid submission

O. Annexure XII- Code of Conduct for Balmer Lawrie & Co. Suppliers

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

9. Late Bids

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

10. Bid Validity

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

11. Bid Rejection Criteria

A bid may be rejected if

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

12. 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*)

13. Opening of Price Bid

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

14. Complete Scope of Work

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

15. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations.

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

16. Language of Bids

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

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

17. Preparation and submission of Tender Documents

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

a. Pre-Qualification / Technical Bid

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

b. Price Bid (Annexure VII is Price Bid)

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

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

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

- c. After submission of bid online, the bidders are requested to submit the Demand Draft towards EMD alongwith hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**

18. Pre-Qualification / Technical Criteria

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

B. Pre – Qualification / Technical Criteria

ANNEXURE I

1	Minimum 5 years experience in providing security services.	Company Registration Copy
2	No. of Security Personnel on your Rolls as on 1st April, 2017 should not be less than 200 personnel	Audited certified copy
3	The security agency must have a valid Licence or acknowledgment of application status from Home Department [AP] to engage in Security business of respective Area (Chittoor – A.P)	Copy of License
4	Minimum average turnover of Rs.20.00 lacs in the last two years (2015-16 & 2014-15)	Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies.
5	PF Registration No.	Copy of Certificate
6	Labour License No.	Copy of Certificate
7	ESIC Registration No.	Copy of Certificate
8	GSTN Registration No.	Copy of Certificate
9	Company's Permanent Account No. (PAN No)	Copy of Certificate
10	Group Insurance / Workmen Compensation Policy	Policy copy
11	24 Hours Control Room Facility	Self Certificate
12	Earnest money deposit INR 7500.00	EMD by way of DD/Pay order /Bank Transfer

2. Bidders may kindly refer to Annexure I for list of documents required to be submitted against Pre-Qualification/Technical criteria.
3. Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.

C. SPECIAL TERMS & CONDITIONS.

1. **Earnest Money Deposit (EMD)/BID BOND**

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for INR 7500.00(Rupees Seven Thousand Five Hundred only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond to be deposited within the Due date for the tender. **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

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

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

3. **Security Deposit (SD)**

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 18 months** in BL's format (**Annexure IX**) only.

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest.
- Security Deposit is liable for forfeiture, if –
 - Successful bidder fails to provide service as per tendered job during the contract period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.
 - If the performance of the bidder is found to be unsatisfactory.

- The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.
- **Payment of services rendered made will be released only after receipt of Security Deposit.**

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

4. Payment Terms:

Our payment terms are as follows:

The monthly payment will normally be made within 21 days from the date of receipt of verified bill from Company's Authorized person and on the basis of actual deployment of security personnel during the month.

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

6. RISK PURCHASE

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

7. Validity of the Contract :

The Contract if any awarded against this tender will be valid for **12 months (December, 2017 to November, 2018 extendable for further 12 months)**. The quoted price should be firm throughout the contract period.

D. GENERAL TERMS AND CONDITIONS

1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of Service

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

3. Reference for Documentation

Work Order Number must appear on all correspondence.

4. Confirmation of Order

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

5. Payment Terms

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

6. Rejection of Bids

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

7. Delays

7.1 Delay in Bidding

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

7.2 Delay in Service

The bidder shall try to render service as mentioned in the scope of work within the stipulated time. Delays in Service will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 6.

8. Delay due to Force Majeure

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

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

9. Sub-Contracts

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

10. HSE Clause

1.	HSE REQUIREMENTS BY CONTRACTORS
a.	Housekeeping
b.	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.
c.	Confined Space
d.	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: <ul style="list-style-type: none">a. Confined spaces are kept identified and marked by a sign near the entrance(s).b. Adequate ventilation is providedc. Adequate emergency provisions are in placed. Appropriate air monitoring is performed to ensure oxygen is above 20%.e. Persons are provided with Confined Space training.

	f. All necessary equipment and support personnel required to enter a Confined Space is provided.
e.	Tools, Equipment & Machinery
f.	<p>The Contractor must ensure that all tools & equipment provided for use during the Work is:</p> <ol style="list-style-type: none"> suitable for its intended use; safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available); Used only by people who have received adequate information, instruction and training to use the tool or equipment. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.
d.	Working at Height
	<p>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.</p>
e.	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.
f.	Fall Protection Systems
	<p>Where fall protection systems are used then the Contractor must ensure the following is applied:</p> <ol style="list-style-type: none"> 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.
g.	Scaffolding
	<p>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.</p>
h.	Stairways and Ladders
	<p>Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.</p> <ol style="list-style-type: none"> 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.
i.	Lifting Operations
	<ol style="list-style-type: none"> 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.
	2. 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.
j.	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.
k.	Barricades
	Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used .Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.
l.	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.
m	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: a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level. b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use. c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.
n.	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.
o.	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.
p.	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

	<p>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.</p> <p>Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.</p> <p>Emissions: The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapors.</p>
q	<p>DRUG FREE WORKPLACE</p> <p>All Contractor 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. Contractor'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 Contractor employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Contractor (including, but not limited to , unpaid suspension and termination). In addition, Contractor is required to report such activities to BL authorities immediately on detection of such event.</p>
r	<p>ALCOHOL-FREE WORKPLACE</p> <p>Contractor employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Contractor 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 Contractor.</p>
s	<p>SMOKE-FREE WORKPLACE</p> <p>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.</p>

11. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

12. Termination

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

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item/service within the stipulated Delivery Period and/or to replace any rejected or defective material promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.

- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder. 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.
- viii. Notice period – 3 months from either side.

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

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

13. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure-II

SCOPE OF WORK

1. The security agency will be responsible to execute, fulfill and discharge the work and obligation to the entire satisfaction of the company.
2. The security agency will provide adequate trained Ex-Servicemen personnel and /or trained civilian guards who are trained in security services as required by the company.
3. The minimum age for security supervisor (SO) may be not more than 55 years and for security guards in the age bar 25-45 years.
4. The security personal posted at our plant are to have a good physique.
5. The security agency has to ensure that uniform and kit inclusive of a badge displaying the name of the individual is distributed to all the security personnel and all staff and the guards are smartly dressed at all times.
6. The security agency shall be responsible to execute, fulfill and discharge the work and obligation to the entire satisfaction of the company compulsorily fulfilling the criteria mentioned above.
7. Qualifications and experience of personnel of those deployed are required to possess minimum qualification and experience as given below to meet the terms of contract and to ensure efficient discharge of the functions/ duties:-

Position	Minimum Qualification	Minimum experience
Security supervisor	Ex-Servicemen Service in the cadre of supervisor grade while in Defense service with plus 2 qualifications.	Two years as Security supervisor in factory
Security Guard	10 th Standard	One year as security Guard in factory

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

8. Your offer for the security services should be in line with the minimum wages in employment of "Watch and ward" declared vide Order [F.No.1/13(6)/2017-LS-II] dated 6.10.2017 issued by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi. Kindly refer Annexure-III regarding the above order. No escalation of rates will be entertained within the contract period other than which is admissible as per the statute.
9. The services are required round the clock i.e.for 24 hours and 7 days a week. The security agency should always ensure manning of all posts and maintaining services at all the time.
10. The rates quoted in the price bid shall be firm during the period of contract for ONE year other than the Basic and DA rates which are liable to modification as per the rates notified by the Ministry of Labour & Employment, Government of India, Office of the Chief Labour Commissioner(C),New Delhi under **zone-C** minimum wages applicable under "Watch & Ward".

11. Our plant is situated in Zone- C level as per the Govt of India, Ministry of Labour & Employment and accordingly successful security agency has to make the wage payment.

12. The approx number of security personnel required at location is given below

Sl.No.	Designation	Category	No.of Person	No.of Person
			APRIL to JULY	AUGUST to MARCH
1	Security Supervisor (2 shift)	Highly Skilled [to be considered under category "Watch and Ward (with arms)	2 Per day (6am to 2pm & 2pm to 10pm)	2 Per day (6am to 2pm & 2pm to 10pm)
2	Security Guard (3 shift)	Unskilled [to be considered under category "Watch and Ward (without arms)	14 per day (6am to 2pm & 2pm to 10pm & 10pm to 6am)	10 per day (6am to 2pm & 2pm to 10pm & 10pm to 6am)

13. The numbers indicated against each designated positions is for one day duty of 8 hours. Numbers of security supervisor/ guards indicated are total number of guards for one day duty of 8 hours per day. However, the numbers may vary during the period of contract. The security agency shall provide extra security personnel as desired by the company at the factory premises on 48 hours notice.

14. The Security services required are for 24 hours and 7 days in a week on 8 hours per shift basis. Security guards / Security Supervisors working beyond 8 Hrs per shift will have to be paid Over Time. The security agency should ensure manning of all posts and maintaining services at all times. The need of reliever, if any, shall be taken care of by the security agency.

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

16. The company will have privacy of contract with the security agency only and will give instruction to them only and will have nothing to do or have any concern with guards / supervisors conditions governing their employment with the security agency.

17. The company will pay the monthly security service charges within 21 days of submission of the bill by the security agency. Notwithstanding the above, the agency will be required to make payment of wages to their staff engaged in our premises within the stipulated due dates prescribed by the statute and submit documentary evidence along with the bill.

18. The company shall not provide any housing / residential accommodation to the personnel deployed by the security agency and the company shall not bear / reimburse any expenses in connection with the same.

19. The security agency will be required to abide by all statutory matters including adherence to the rules framed for running security agency in the particular area of operation of our company and / or any notification on the subject. The security service shall be effecting payment to the security guards and supervisors such wages / salary per month which will not be less than minimum wages stipulated by the appropriate Government.

20. The security agency should submit all statutory returns and provide proof thereof to the company. They must have all the statutory registrations like service tax, PF, ESIC/Workmen's Compensation, insurance and other applicable labour laws. In case, the area is not covered under ESIC, all persons employed by them shall be covered under comprehensive workmen's compensation insurance.
21. As a prime requirement, the security agency shall have a responsible person who will be authorized to take spot decision and also accessible since security services being sensitive in nature. The address, name of contract person with phone/mobile, should be clearly mentioned.
22. The security agency shall be responsible for any theft/pilferage/damage of the company materials, properties or any other incidents involving security or any default of the implicit purpose for which they are engaged. The security agency will also inform the authorized personnel of the company immediately of any untoward happening and also submit a detailed report and do the necessary follow-up.
23. The security agency will indemnify the company, its officers employees and workmen against any loss or damage to property or otherwise by reason of any act or omission or negligence on the part of the personnel deployed by them and shall make good such loss or damage.
24. The security agency shall ensure that the security personnel's are in proper uniform and are provided with raincoats, boots, gumboots, whistles, torches, batons etc as required for efficient discharge of their duties. It is to be ensured that the uniform and badges provided to the guards/ security personnel are to be worn and the security staffs are smartly dressed at all times. Cost towards the same will be borne by the Security Agency.
25. It is the responsibility of the security agency for proper supervision and control of personnel deployed by them. Security agency shall ensure that the security personnel are disciplined and sober and shall not in any manner cause any nuisance , interference, annoyance to the company, its business or work of its officers, employees, workmen, customers etc. In case of unsatisfactory conduct, behavior etc, by any of its personnel, the same shall be dealt with proactively by the agency
26. The security agency will ensure proper manning of the gates/premises of the establishments so as to ensure that no unauthorized person enters the premises and persons with valid gate pass are only permitted. They will do proper noting in the " Gate in Register" of all vehicles entering the premises physically verify that empty vehicles leaving the premises are not carrying unauthorized goods. They should do proper noting in the " Gate out register" giving details of the vehicle leaving the premises.
27. The security agency shall ensure that full strength of personnel is maintained at all points in time, all personnel engaged are required to have adequate training in firefighting and first aid service and should make themselves available to meet any emergency/contingency service at any point of time.
28. The director or branch manager or area manager or authorized representative of the security agency shall visit the unit at least once a week and personally supervise the personnel posted by them and report to the authorized officials of the company about the same and satisfy them. They will also carry out such night checks in a routine and keep the company informed about details of such checks.

SBU: Industrial Packaging

29. The guards or any other person deployed by security agency shall not under any circumstances be treated or claimed to be treated as an employee of servant of the company shall not have any claim of any nature whatsoever on the company.
30. The security agency shall adhere to the rules framed by the company from time to time.
31. The price bid shall be considered only if the tender is qualified under technical bid. All decisions of the company in this regard shall be final.
32. As per the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C),New Delhi, the basic wages are subject to revision from time to time within the contract period. The same will be revised on receipt of Circular. If any of the components are not covered in the Price Bid, agency to quote in the column "Others (if any).
33. On termination of the contract, the security agency shall ensure prompt withdrawal of their personnel / employees deployed by them from the company's premises and shall ensure peaceful hand over of the charge of security arrangements back to the company or to such personnel / organization as directed by Company. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the security agency at the premises of the company will be considered as trespass.

ANNEXURE IV

H. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-V 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE-V

I. DETAILS OF VENDOR

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

ANNEXURE VI

J. ADDITIONAL DETAILS OF VENDORS

The following information to be furnished by the bidder –

A. DETAILS OF THE COMPANY/FIRM/AGENCY

Sl.No.	Particulars	
1	Name of the Security Agency	
2	Address of the Registered Office Phone No. E-Mail:	
3	Address to which Communication are to be sent Phone No. E-Mail:	
4	State whether Proprietary/ Partnership/ Pvt/Public Ltd company	
5	Name & Address (Residential and office) with Phone No.s of chief Executive	
6	Name & Address (Residential and Official) with phone nos of the directors (Attach separate sheet, if required)	
7	Name and Address details of the bankers	

8	Registration code numbers under various statute 1. PF Registration No. 2. ESIC Registration No. 3. GSTN registration No. 4. PAN no. (copy has to enclose)							
9	Total number of public sector companies to whom security service is currently being provided by the agency (Attach proof)							
10	Total number of security personnel on your rolls as on date							
11	EMD Details- DD No. & date , Amount and Name of the Bank							
12	Financial background company's turnover in related business in last two financial years	<table><tr><th>Year</th><th>Income</th></tr><tr><td>2015-16</td><td></td></tr><tr><td>2016-17</td><td></td></tr></table>	Year	Income	2015-16		2016-17	
Year	Income							
2015-16								
2016-17								

We have read all the terms & conditions of the tender document & we are agreeable for the same.

Place:

Date:

Annexure-VII

K. PRICE BID

Price bid format for entering into an agreement / contract for providing security service to our Chittoor Plant.

S.No.	Particulars	Amount (Rs.)	
		Security Supervisor	Security Guard
		2 per day (6 am to 2 pm & 2 pm to 10 pm) [For 12 months]	14 per day [From April to July] & 10 per day [From August to March] (6 am to 2 pm & 2 pm to 10pm & 10pm to 6 am)
1	Basic Wages		
2	Others (if any)		
	Total Earnings		
3	PF		
4	ESIC		
5	Labour Welfare Fund Dues		
6	Allocation towards Bonus		
7	Allocation towards Gratuity		
8	Total Contribution		
9	Add : Service Charges (Inclusive of Uniform, Shoes, whistle & sticks)		
8	Total rate per person per month for 8 hrs per day shift basis.		
9	GST %		

Note :- The rates quoted for Security Supervisor / Security Guards should be on the basis of per person per month for 8 hrs per day shift basis.

ANNEXURE - VIII

L. ADDRESS OF BALMER LAWRIE PLANT

1. **Balmer Lawrie & Co. Ltd.,
SBU- Industrial Packaging,
62, Patnam Post,
Thavanam Palle Mandal,
Aragonda Road,
Chittoor,
Andhra Pradesh – 517 131.**

ANNEXURE- IX

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

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

Dear Sir,

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

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

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

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

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

Yours faithfully,

Dated:

ANNEXURE - X

N. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	Vendor's e mail id	

ANNEXURE-XI

O. CONDITIONS FOR ONLINE BID SUBMISSION

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

Minimum System Requirements:

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

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

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

Procedure for Bid Submission

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

Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd. Contact Nos. and email IDs for C1 India helpdesk officers

- 1.Mr. Sachin Toraskar, Land No 022 66865610 Email - sachin.toraskar@c1india.com
2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com
3. Mr. Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com
- 4.Mr.CH.ManiSankar(Chennai),+91-8939284159Email– chikkavarapu.manisankar@c1india.com
5. Mr.Partha Ghosh,Mob.0 08811093299Email – partha.ghosh@c1india.comOr

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

- 1.Shri Nayan Jadhav ,Mob.8879294183 Land Line No.022 66258191 e.mail:
yadav.nd@balmerlawrie.com
- 2.Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:
amanda.c@balmerlawrie.com

Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

Submission of Hard copies:

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

Disclaimer Clause

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

Annexure - XII

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

F.No.1/13(6)/2017-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 6/10/2017

ORDER

In exercise of the powers conferred by the Central Government Vide Notification No.S.O.191(E) dated 19th January, 2017 of the Ministry of Labour & Employment, the undersigned hereby declares that there shall be no increase in Variable Dearness Allowance for the period of 1.10.2017-31.3.2018 due to decrease in the average Consumer Price Index for the period January, 2017 to June, 2017 for the workers employed in Industrial Workers and thereby resulting in the VDA remaining the same as it was during the period of 1.4.2017 to 30.9.2017. This order shall come into force w.e.f 01.10.2017.

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.10.2017 to employees employed in WATCH AND WARD (without arms) would be same as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY		
	Basic Wages (Rs.)	V.D.A (Rs.)	Total (Rs.)
A	637	16	653
B	579	14	593
C	494	12	506

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.10.2017 to employees WATCH AND WARD (with arms) would be same as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY		
	Basic Wages (Rs.)	V.D.A (Rs.)	Total (Rs.)
A	693	17	710
B	637	16	653
C	579	14	593

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

(A.K.Nayak)

CHIEF LABOUR COMMISSIONER(C)

To:

As per list attached.