



**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258208/66258215  
Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100LE1098 dated: 14.05.2018**

**Due date of Tender: 24.05.2018 at 15:00 hrs.  
Opening of Price Bid: 24.05.2018 at 15:30 hrs.**

**Online e-bids are invited for “Providing Housekeeping & Gardening Services” to our plant at Asaoti-Faridabad 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**

<b>Balmer Lawrie &amp; Co.Ltd.</b> <b>SBU-Industrial Packaging,</b> <b>5, J .N. Heredia Marg, Ballard Estate</b> <b>Mumbai – 400 001.</b>	<b>C1 India Pvt.Ltd.</b> <b>603,Coral Classic,20<sup>th</sup> Road,</b> <b>Near Ambedkar Park,Chembur</b> <b>Mumbai-400 071</b>
<b>Contact Persons:</b> 1.Shri A S Das,Mob.7600067189 Land Line No.022 66258216 e.mail: das.as@balmerlawrie.com  2.Smt A Couto,Mob.09004002269 Land Line No.022 66258208 e.mail: <a href="mailto:amanda.c@balmerlawrie.com">amanda.c@balmerlawrie.com</a>	<b>Contact Persons:</b> 1.Mr.Tirtha Das. Mob.09163254290 e.mail- <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> 2. Mr Tuhin Ghosh, Mob : 8981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> 3. Mr. CH. Mani Sankar, Mob- 8939284159 Email- <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> 4. Mr. Partha Ghosh, Mob : 8811093299 5. Ms. Ujwala Shimpi (Mumbai) 022-66865608 Email- <a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>

**ADDRESSES OF BALMER LAWRIE- ASAOTI PLANT**

**Balmer Lawrie & Co Ltd,Industrial Packaging  
Vill : Piyala, PO : Asaoti  
Faridabad, Hariyana- 121102**

**1. Introduction**

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

**A. Instructions for bidders**

**1. Please Refer to Annexure – II for detailed Scope of Work.**

2. The tender is invited in **Single-Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of **Price Bid.**

3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

**4. Important points to be noted**

4.1 Due date for submission of bids : 24.05.2018 at 15:00 hrs.

4.2 Price Bid Opening : 24.05.2018 at 15:30 hrs.

All Bids are to be completed and submitted online in accordance with tender requirements within the duration as mentioned. The bidders are requested to bid online and supporting documents including EMD D/D to be submitted in the Tender Box at our Ballard Estate Office 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.

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

**6. 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.

**7. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – Scope of Work
- E. Annexure II – Contractor's Obligation
- F. Annexures III – Price Bid.
- G. Annexure IV - Bank Details for SWIFT/RTGS Transfers
- H. Annexure V - Conditions for Online Bid submission
- I. Annexure VI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- J. Annexure VII- GST Compliance
- K. Annexure VIII – Vendor Details
- L. Annexure IX – CPPP Declaration
- M. Annexure X – Min Wage Circular issued by Govt. Of Haryana

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.

**8. Late Bids**

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

**9. 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.

**10. 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.

**Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.**

**11. 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*)

## **12. Opening of Price Bid**

The price bids of bidders with valid offers as set by BL shall only be opened.

## **13. Complete Scope of Work**

The complete scope of work has been defined in Annexure I of the tender document.

## **14. 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 technical specifications, as given in the tender document Annexure-I would invite immediate disqualification from further consideration of the bid.

## **15. 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.**

## **16. 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. Price Bid (Annexure II is Price Bid)**

The lowest bidder will be decided based on the L1 rate

The Price bid should not contain any information other than the price

**Price bid should be filled on line as per the sample format provided (Annexure II).**

**b. After submission of bid online, the bidders are requested to submit the demand drafts / bank guarantee towards tender fees and / EMD along with 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.**

## **B. 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 5,000.00** (Rs.Five Thousand 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 if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-VI to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond.**

**a) Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document. Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –IX. Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.**

- b) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- c) 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.
- d) 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.
- e) 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. (Ballard Estate Office, 5 J.N. Heredia Marg, Mumbai-400 001.

The Security Deposit to be submitted 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 and shall be refunded to successful bidder, only on successful delivery of the tendered item.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- EMD of the successful bidder will be adjusted in Security Deposit.

**4. Security Deposit is liable for forfeiture, if successful Contractor in the event of :-**

- Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- The Contractor damages or loses records /documents of the Company and/or of statutory compliances.
- 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.
- The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- Successful Contractor violates the tender condition.
- 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. 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 and the retention money. In

case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages.

**5. Payment Terms:**

Payment will be made within 15 days from date of submission of bill. Only one invoice per month to 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.

Your monthly bills should accompany the necessary statutory documents like evidence of payment towards ESIC, PF, etc. failing which payment will not be processed or payment will be processed after necessary deductions.

6. Tenderer should quote only Fixed Service Charges % on per Labour / Month rate as per instruction given in the **Price Bid Format** (Annexure-1) and any other basis is not acceptable.

**7. Period of Contact**

**16.06.2018 to 15.06.2020 [ Extendable by further one year with mutual consent ].**

**8. 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.

**9. Award of Contract**

The contract would be awarded to the L1 bidder only.

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

**C. 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 Supply**

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

**3. Reference for Documentation**

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

**4. Confirmation of Order**

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

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

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

**6. Rejection of Bids**

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

**7. Delays**

**7.1 Delay in Bidding**

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

**7.2 Delay in Service**

The bidder shall try to complete the services as mentioned in the scope of work within the stipulated time. Delays in service or completion will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 15.

**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 services 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. 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.



## **11. 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 / service term of the Contract.
- ii. The bidder informs BL of its inability to deliver /serve the item or any part thereof within the stipulated Delivery /completion Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective item 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.

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

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

## **12. HSE Clause**

1.	<b>HSE REQUIREMENTS BY CONTRACTORS</b>
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: <ol style="list-style-type: none"><li>a. Confined spaces are kept identified and marked by a sign near the entrance(s).</li><li>b. Adequate ventilation is provided</li><li>c. Adequate emergency provisions are in place</li><li>d. Appropriate air monitoring is performed to ensure oxygen is above 20%.</li><li>e. Persons are provided with Confined Space training.</li><li>f. All necessary equipment and support personnel required to enter a Confined Space is provided.</li></ol>
e.	Tools, Equipment & Machinery
f.	The Contractor must ensure that all tools & equipment provided for use during the Work is: <ol style="list-style-type: none"><li>a. suitable for its intended use;</li><li>b. 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);</li><li>c. Used only by people who have received adequate information, instruction and training to use the tool or equipment.</li></ol>



	d. 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
	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.
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
	Where fall protection systems are used then the Contractor must ensure the following is applied: 1. Only approved full body harness and two shock-absorbing lanyards are used, 2. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system, 3. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight, 4. Lifeline systems must be approved by Owner before use. 5. Use of ISI marked industrial helmet at all point of time.
g.	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.
h.	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. 1. Fabricated ladders are prohibited. 2. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over. 3. Ladders will never be tied to facility services piping, conduits, or ventilation ducting. 4. Ladders will be lowered and securely stored at the end of each workday. 5. Ladders shall be maintained free of oil, grease and other slipping hazards 6. 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. 7. 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
	1. 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
	<p>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.</p> <p>The below measures will be taken:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</li> </ul>
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.	<p>Trenching Excavating, Drilling and Concreting</p> <p>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.</p> <p>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>
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

	<p>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.</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>
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**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	

**AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.**

**ANNEXURE-I**

**D. SCOPE OF WORK**

**1. PERIOD OF CONTRACT**

**16.6.2018 to 15.06.2020 [Extendable by further one year with mutual consent ].**

**2.**

**(A) The following scope of work are to be carried out daily basis :-**

- 1) Brooming / sweeping the total plant area, collecting the used handgloves, unwanted papers/disposable material inside the plant and dumping the same at the earmarked place.
- 2) Brooming /sweeping and wiping of the entire Shop Floor and Office area.
- 3) Cleaning of Toilets/Urinals inside Plant /Office.
- 4) Daily cleaning of drains inside Plant.
- 5) Maintenance of entire Grass Lawn/Park/Garden, trees climbers, hedgeedge, flower bed by doing all horticultural work e.g. weeding, cutting, mowing, trimming, pruning, watering, top dressing.
- 6) Removal of unwanted shrubs, bushes, weeds, extra grass growth, and cutting, trimming & pruning of trees inside the plant and outside alongside boundryside of plant & disposing off the material thus generated to an unobjectionable location or as directed by BL.
- 7) Maintenance of Office, Pantry e.g. serving of water / tea / lunch to the officers. Cleaning of utensils etc. and movement of papers / documents from one department to other.
- 8) Uplifting of Sludge time to time from Effluent Treatment Plant (ETP).

**REQUIREMENT OF TENTATIVE MANPOWER**

**For rendering above services following tentative manpower shall be provided by successful bidder in unskilled category.**

- |    |                      |   |       |
|----|----------------------|---|-------|
| 1] | Sweepers             | : | 4 Nos |
| 2] | Gardners             | : | 1 No. |
| 3] | Caretaker for Pantry | : | 1 No. |

**DutyTimings :-**

General Shift - 8.30 am to 5.00 pm

**NB :**

**Two sets of new Uniform (Shirt & Pant) and one pair of new Safety Shoe should be arranged by the successful contractor annually for their Workmen during the contract period for which BL will reimburse per head annually on proof of using Uniform & shoes personally by the workmen.**

ANNEXURE-II

**E. Contractor's Obligation :-**

- 1) The Contractor shall ensure that his workmen are in neat and clean uniform while on duty at all times and attend the duties regularly.
- 2) 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. is mandatory during working hours. Two sets of new Uniform (Shirt & Pant) and one pair of new Safety Shoe should be arranged by the successful contractor annually for their Workmen during the contract period for which BL will reimburse per head annually on proof of using Uniform & shoes personally by the workmen.**
- 3) 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.
- 4) The Contractor has to pay wages applicable as per the Minimum Wages Act. Party's offer should explicitly mention the cost structure of each employee of each category with the minimum wages criteria.
- 5) The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of this Contract or for any damage or compensation due to any dispute between the Contractor and his employees. All liabilities arising out of the various labour laws/enactment of State/Central Government and Municipal Corporation in force during the tenure of the Contract shall be part of Contractor's responsibilities.
- 6) The Contractor's workers shall have to make their own arrangements for transportation / canteen. The Company's transport/canteen arrangements will not be made available to them.
- 7) The Contractor shall ensure personal supervision for proper House Keeping in Plant and will meet Officer In-charge weekly or as and when required. One supervisor has to be deputed on daily basis.
- 8) The Company reserves the right to terminate the contract by giving one month's notice in case contractor's services are found unsatisfactory and the security deposit of the party will stand forfeited.
- 9) All the consumable material like detergent, Phenyl, mop etc will be provided by BL.
- 10) 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 Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- 11) The Contractor will ensure that 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.

- 12) The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of the contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules and regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.
- 13) The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge 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 Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 15) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- 16) The labour engaged by the Contractor shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of in-discipline, in-subordination or rowdism.
- 17) While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.
- 18) 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.

**19) CONTRACT LABOUR REGULATIONS**

- a) 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 agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
- c) The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
- d) A copy of the above wage cum muster register has to be submitted along with each months 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 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.

**20) PAYMENT OF MINIMUM WAGES**

- The Contractor will pay minimum wages as prescribed by Act of Labour Department, Govt. of Haryana time to time.
- The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

**21) 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 7th day after the last day of wage period or as per the rules of the applicable state in respect of which the wages are payable.

**22) 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.

**23) SAFETY AND WELFARE**

- The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.
- The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- The Contractor shall provide safety clothing, shoes etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required.
- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

**24) WORKMEN COMPENSATION**

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial Legislation that may be applicable, from time to time, for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be borne by the Contractor.

**25) 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).

**26) 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 fabrication 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.

**27) CONFIDENTIALITY / SECRECY**

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

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

**ANNEXURE-III**

**F. PRICE BID – to be filled by BIDDER**

S. No.	Description	Rs. /% age	Rate per Labour/Month [Rs.] (26 days/Month)
A	Unskilled Wages as on 02.01.2017 [Basic+DA]*		
B	Employer PF Share 13.36% of 'A'		
C	ESI 4.75% of 'A'		
D	Bonus 8.33% of 'A'		
E	Leave Wages 1.5 days leaves per Month(A/26X 1.5)		
F	Total Labour rate per Month [A+B+C+D+E]		
G	Contractor's Fixed Service Charges per Labour per Month %	As % of 'F', Input by Bidder	
H	Uniform & Safety shoe charges per Labour (2 sets of New Shirt & 1 Pair of new safety shoe per annum)		(Cost of 2 sets of Uniform & 1 pair of Shoe per annum)/12
I	GST if applicable	% on [F+G+H], input by bidder	
J	Total Rate for Labour per Month	[F+G+H]	
K	Total value for 6 Labour per Month	[J*6]	

**Any escalation / de-escalation of Unskilled Wages as per notice served by Labour Commissioner, Haryana, will be effected immediately by BL**

**Instruction for Bidders :**

**\* Bidder has to ensure that Minimum wages quoted in the price bid should not be less than the min. wages prescribed in the min.wages circular of Labour Commissioner, Haryana, vide Circular No. IR-2/7083-7193, dated 2/3/2017 attached as Annexure-X.**

**In the event of the bidders putting in the Basic + DA, less than the prescribed Min. Wages Circular as mentioned above, their bids will be cancelled and not considered for further evaluation.**

The successful bidder shall be reimbursed the amount based on the prevailing minimum wages from time to time as per the revision by the Govt. Authority.

**ESTIMATED REQUIREMENT OF MANPOWER**

**For above jobs, 6 Workmen / day in General Shift.**

Uniform and Personal protective appliances ( shoe, helmet etc. ) for their workmen shall be arranged by the contractor at their cost only and cost of Uniform and shoe will be reimbursed by BL as written above on proof of actual use only.

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

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

ANNEXURE IV

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

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

**ANNEXURE-V**

**H. 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
- Reliable 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

**Mr.Partha Ghosh (at Kolkata) , [partha.ghosh@c1india.com](mailto:partha.ghosh@c1india.com) +91- 08697910411**

**Ms.Ujwala Shimpi, [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com), 022-66865608**

**Mr.Tuhin Ghosh,[tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com),+91-08981165071**

**Mr.Tirtha Das,[tirtha.das@c1india.com](mailto:tirtha.das@c1india.com).Mob-09163254290**

**Mr. Ch. ManiSankar (Chennai),[chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)+91-8939284159**

Or

**Balmer Lawrie's officials.**

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

1.Shri A S Das ,Mob.7600067189 Land Line No.022 6625216 e.mail:  
[das.as@balmerlawrie.com](mailto:das.as@balmerlawrie.com)

2.Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:  
[amanda.c@balmerlawrie.com](mailto:amanda.c@balmerlawrie.com)

**Digital Certificate authentication:**

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

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

**Bid Submission Acknowledgement:**

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

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit 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.

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

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

**The supplier declares herewith:**

**f Legal compliance**

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

**f Prohibition of corruption and bribery**

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

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

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

**f Prohibition of child labor**

- o to employ no workers under the age of 18;

**f Health and safety of employees**

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

**f Environmental protection**

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

**f Supply chain**



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

**GST COMPLIANCES  
ANNEXURE – VII**

Vendor to comply with all requirements under GST and provide their GST Registration details as against Annexure-VIII.

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

Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].

Vendors are required to raise invoice as per the GST tax structure.

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.

In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.

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.

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

**DETAILS OF VENDOR  
ANNEXURE – VIII**

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

**ANNEXURE- IX**

**BIDDER TO SUBMIT ON THEIR LETTER PAD**  
(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS  
AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.)

Dated .....

I/We, M/s .....,  
address.....,

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

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

Company Authorized Signatory  
(Seal & Stamp)

प्रेषक

श्रम आयुक्त, हरियाणा।

सेवा में

1. अतिरिक्त श्रम आयुक्त गुडगांव।
2. सभी उप श्रम आयुक्त, हरियाणा राज्य।
3. सभी सहायक श्रम आयुक्त, हरियाणा राज्य।
4. सभी श्रम निरीक्षक, हरियाणा राज्य।
5. कल्याण अधिकारी (महिला) फरीदाबाद एवं पानीपत।

कमांक: आईओआरओ-2/ 7083-7193

दिनांक: 2-3-17

विषय: न्यूनतम वेतन को उपभोक्ता मूल्य सूचकांक से जोड़ना तथा उसमें दिनांक 01-01-2017 से बढ़ोतरी बारे।

उपरोक्त विषय के सन्दर्भ में।

सरकार की अधिसूचना दिनांक 21-10-2015 द्वारा निम्न-निम्न रोजगारों में दिनांक 01-11-2015 से न्यूनतम वेतन पुनः निर्धारित किए गए हैं और यह कामगार उपभोक्ता मूल्य सूचकांक से जुड़े हैं। इन आंकड़ों में हुई बढ़त/घटत के आधार पर प्रत्येक छः मास के पश्चात् (जुलाई से दिसम्बर) न्यूनतम वेतन में बढ़त/घटत होती रहती है।

अर्थ तथा सांख्यिकीय सलाहकार, हरियाणा से जुलाई, 2016 से दिसम्बर, 2016 तक हरियाणा राज्य कामगार उपभोक्ता मूल्य सूचकांक में औसत घटत/बढ़त की सूचना प्राप्त हुई है जो कि निम्न प्रकार से है:-

जुलाई, 2016	1086 (2346)
अगस्त, 2016	1085 (2344)
सितम्बर, 2016	1085 (2344)
अक्तूबर, 2016	1090 (2354)
नवम्बर, 2016	1078 (2328)
दिसम्बर, 2016	1070 (2311)
औसत	1082 (2338)

जून, 2016 को समाप्त हुई अर्धवर्ष में मूल्य सूचकांक 2275 था। अब मास दिसम्बर, 2016 में अर्धवर्ष की समाप्ति के बाद मूल्य सूचकांक 2338 हो गया है इस प्रकार मूल्य सूचकांक में 63 अंकों की बढ़ोतरी हुई है। हरियाणा सरकार द्वारा जारी अधिसूचना दिनांक 21-10-2015 जो कि प्रथम नवम्बर, 2015 से लागू है, में न्यूनतम वेतन की तटस्थीकरण दर 100 प्रतिशत है जिस अनुसार न्यूनतम वेतन अधिनियम, 1948 की धारा 5(2) के तहत दिनांक 01-07-2016 से विभिन्न श्रेणियों के श्रमिकों की मासिक और दैनिक वेतन में 2.76 प्रतिशत की बढ़ोतरी हुई है। तदनुसार अकुशल श्रमिक के मूल वेतन पर मंहगाई भत्ता रुपये 209.76 अर्धकुशल(ए) श्रमिक के मूल वेतन पर रुपये 220.24 और कुशल(ए) के मूल वेतन पर रुपये 242.82 इतनी बढ़ोतरी हुई। अब दिनांक 01-01-2017 से हरियाणा राज्य में न्यूनतम वेतन दरें निम्न अनुसार देय बनती हैं:-

क्रम संख्या	श्रेणी	पद/योग्यता	मूल वेतन (रु०)	मंहगाई भत्ता 01.01.2016 से 31.12.2016 तक (रु०)	मंहगाई भत्ता 01.01.2017 से लागू (रु०)	कुल वेतन (रु०)	दैनिक वेतन (रु०)
			(क)	(ख)	(ग)	(क+ख+ग)	
1.	अकुशल (UNSKILLED)		7600.00	470.44	209.76	8280.20	318.46
2.	अर्धकुशल (ए) (बी)		7980.00 8379.00	493.96 518.65	220.24 231.26	8694.20 9128.91	334.39 351.11
3.	कुशल (ए) (बी)		8797.95 9237.85	544.58 571.81	242.82 254.96	9585.35 10064.62	368.66 387.10
4.	उच्च कुशल		9698.74	600.40	267.71	10567.85	408.45
5.	लिपिकीय तथा	(i) मैट्रिक से कम	7980.00	493.96	220.24	8694.20	334.39

	सामान्य स्टाफ	(ii) मैट्रिक लेकिन स्नातक नहीं	8379.00	518.65	231.26	9128.91	351.11
		(iii) स्नातक या उपर	8797.95	544.58	242.82	9585.35	368.66
		(iv) स्टैनो टाईपिस्ट	8379.00	518.65	231.26	9128.91	351.11
		(v) कनिष्ठ वेतनमान आशुलिपिक	8797.95	544.58	242.82	9585.35	368.66
		(vi) वरिष्ठ वेतनमान आशुलिपिक	9237.85	571.81	254.96	10064.62	387.10
		(vii) निजी सहायक	9699.74	600.40	267.71	10567.85	406.45
		(viii) निजी सचिव	10184.73	630.43	281.09	11096.25	426.77
			8797.95	544.58	242.82	9585.35	368.66
6.	ग्राटा एन्ट्री ऑपरेटर						
7.	बालक	हल्का वाहन	9237.85	571.81	254.96	10064.62	387.10
		भारी वाहन	9699.74	600.40	267.71	10567.85	406.45
8.	सुरक्षाकर्मी	बिना वाहन	7980.00	493.95	220.24	8694.20	334.39
		शस्त्र सहित	9237.85	571.81	254.96	10064.62	387.10
9.	सुरक्षा निरीक्षक/सुरक्षा अधिकारी/सुरक्षा सुपरवाइजर		9699.74	600.40	267.71	10567.85	406.45
10.	सफाई कर्मचारी किसी भी नियोजन में		8100.00	501.39	223.56	8824.95	339.42

उपरोक्त के अतिरिक्त ईट भट्टा उद्योग के रेट्स में बढ़ोतरी निम्न प्रकार से है:-

क्रम सं०	कर्मचारियों का वर्ग	ईट प्रति एक हजार	टाइल प्रति एक हजार
1.	पथेरा	471.78 रुपये	530.76 रुपये
2.	भराई वाला (भट्टों में ईटों की भराई)	(क) 212.29 रुपये प्रति हजार ईट भट्टों में भरना परन्तु खेत से भट्टों तक की दूरी 400 मीटर तक हो। इस दूरी से अधिक अतिरिक्त मजदूरी 18.85 रुपये प्रति हजार प्रत्येक 100 मीटर या इसके भाग पर दी जायेगी। यह दरें केवल गधे/खच्चर की पीठ पर लादकर या पशुचलित रेहड़ी भरने वालों पर ही लागू होंगी। (ख) एक हजार मीटर दूरी तक 174.55 रुपये टेम्पू या किसी अन्य यान्त्रिक चलित वाहन से ईट भट्टों से भरना। इस दूरी से अधिक अतिरिक्त मजदूरी 18.85 रुपये प्रति हजार प्रत्येक 500 मीटर या इसके भाग पर दी जायेगी।	
3.	कैरीवाला	37.72 रुपये प्रति एक हजार ईट	
4.	निकासी वाला	155.68 रुपये प्रति एक हजार ईट	
5.	घुनाई वाला	9585.35 रुपये प्रति मास	
6.	मिस्त्री/कोलमैन/जलाई वाला	9585.35 रुपये प्रति मास	

अतः आपको निर्देश दिये जाते हैं कि आप अपने-2 क्षेत्रों के प्रबन्धकों से उक्त निर्धारित दरों को पूर्ण लागू करवायें तथा श्रमिकों को न्यूनतम वेतन दिलाना सुनिश्चित करें।



2 कृते: श्रम आयुक्त, हरियाणा।

दिनांक: 2-3-17

पृष्ठांकन क्रमांक: आई०आर०-2/1094-7214

इसकी एक-एक प्रति निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु भेजी जाती है :-

1. निजी सचिव, मु० मंत्री को मुख्य मंत्री हरियाणा के सूचनार्थ।
2. निजी सचिव, श्र० मंत्री को श्रम मंत्री हरियाणा के सूचनार्थ।