



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

SINCE 1867 www.balmerlawrie.com

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

NOTICE INVITING TENDER

Tender No. 0100PE1549 dated 18.12.2019

**Due date of Tender: 07.01.2020 at 11.30 hrs.
Opening of Price Bid: 07.01.2020 at 12.00 hrs.**

Online Two Bid e-Tender is invited for providing “Contract for Fabrication of Barrels” at our Silvassa Plant located at Survey No. 23/1/1, Khadoli, Silvassa (UT of Dadra & Nagar Haveli)” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in> for one year extendable for further period of another one year.

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 Tushar Ingale Mob.9769015541 Land Line No.022 66258209. e.mail: ingale.td@balmerlawrie.com 2. Shri PN Angira Mob : 8511149833 e.mail: angira.pn@balmerlawrie.com 3. Shri Sourish Chatterjee Mob: 9619679987 Email: chatterjee.sourish@balmerlawrie.com	Contact Persons: 1.Mr. Ujwala Shimpi (022) 66865608 email: ujwala.shimpi@c1india.com (Mumbai/ Monday-Friday) 2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Satday) 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644 Escalation Level: Mr. Tuhin Ghosh, Mob: 8981165071 Email: tuhin.ghosh@c1india.com

Seal & Signature of Tenderer

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, Vadodara and Talaja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

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 Service & Vendor Obligations
- F. Annexure III – GST Compliances
- G. Annexure IV – Details of vendors
- H. Annexure Va – Format of Certificate of Successful bidder on completion
- I. Annexure Vb – Format of Indemnity Bond on completion of contract
- J. Annexure Vc – Format of Indemnity Bond to be given by the Successful bidder as part of accepting the contract.
- K. Annexures VI – Price Bid.
- L. Annexure VII – Addresses of Balmer Lawrie location
- M. Annexure VIII – Format of Bank Guarantee
- N. Annexure IX - Bank Details for SWIFT/RTGS Transfers
- O. Annexure X - Conditions for Online Bid submission
- P. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- Q. Annexure XII – CPPP Declaration
- R. Annexure XIII – Terms and conditions for making Online payment towards Earnest Money Deposit [EMD]
- S. Annexure XIV – List of designated Officers responsible for releasing payment.
- T. Annexure XV - Affidavit format for Statutory Compliance

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 “Contract for fabrication of barrels” as detailed in Scope of Service contained in Annexure II of this tender for our plant at Silvassa, [D&NH].
2. **Please Refer to Annexure –II for detailed Scope of service.**
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. a. Important points to be noted

Due date for online bid submission 07.01.2020 at 11.30 hrs 5.2 Online Pre-Qualification / Technical Bid opening 07.01.2020 at 12:00 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 Contractor.

This document is the Tender.

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

5.b. PRE-BID MEETING

Balmer Lawrie (IP) will hold a pre-bid meeting at Ballard Estate office Mumbai in order to clarify and discuss the issues at **9.30 hrs on 24th December, 2019**. Any request or clarifications in writing must be sent to the above mentioned contact person. The interested bidders may contact the Plant Head and visit the plant before the pre bid meeting.

Balmer Lawrie (IP) shall hold a pre-bid meeting in order to clarify and discuss issues with respect to the Tender.

All the bidders are requested to participate in the pre-bid meeting based on their own resources before submitting their offer. During the pre-bid meeting, the queries received in advance would, in the first instance, be clarified, and followed by those raised at the meeting.

The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

- a. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given, any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by Balmer Lawrie (IP)
- b. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. However, it is advised that the interested bidders should participate in the pre-bid meeting to avoid any non compliance/mis representation during submission of bids

6. Earnest Money Deposit (EMD) – As per Annexure no. XIV of this tender document “Terms and conditions for making Online payments towards Earnest Money Deposit [EMD]”.

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

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

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

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. Late Bids

No bidding is admissible in the E Proc platform after the bid closing 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) amount within the bid due date.
- ii. If the bidder does not submit the required details as specified [Annexure- IV]
- 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.
- v. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the GST Number as per Annexure- IV and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.
- vi. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

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

13. Complete Scope of Service

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

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 scope of service, as given in the Tender Document-Annexure – II, would invite immediate dis-qualification 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. 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 VI is Price Bid)

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

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

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

17. Pre-Qualification / Technical Criteria

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

B. Pre – Qualification / Technical Criteria

ANNEXURE I

SR NO.	Criteria	Documents need to submit
1	The bidder shall have atleast two (2) years experience in labour supply contract/ managing manpower in light engineering fabrication industry/barrel manufacturing industry.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The Contractor should have employed experienced/skilled workmen, Supervisors, Clerical Staff & Managers not less than 100 having work experience in similar nature of work.	Documentary Evidence like PF/ESI/Order copies/Licenses etc.
3	The bidder is required to attach documentary evidences of labour supply contract and managing manpower in light engineering fabrication industry/barrel manufacturing industry during last 5 years and during last 5 years the bidder should meet any of the following criteria - a) Three similar completed works of tender value of not less than the amount equal to Rs.150.00 Lakhs for each order or b) Two similar completed works of tender value of not less than the amount equal to Rs.200.00 Lakhs for each order or c) One similar completed work of tender value of not less than the amount equal to Rs.300.00 Lakhs.	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria.
4	Branch Office/Registered Office should be located within 300 kms radius of our Silvassa Unit	Address with pincode of the bidders Branch Office/Registered Office on Company's letterhead.
5	Minimum average annual turnover of Rs.120.00 lakhs in the last three years (2015-16, 2016-17 & 2017-18)	Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies.
6	Statutory Licenses & documents: a) P.F.No. under the provision of EPF Act and Misc. Provision Act, 1952 b) Copy of PAN No. in their Firms Name c) Goods & Service Tax (GST) No. For Sr no a above – For PF - in addition to submission of Registration numbers, bidder has to submit the annual return for FY 18-19	Copy of valid documents confirming the criteria
7	Bidder should have any labour licence from any RLC for not less than 100 manpower in total.	Currently valid License copy/copies
8	Regular submission of GST Return to the Authority along with proof of submission of return for FY 18-19 (GSTR-1 &GSTR-3B)	Copy of GSTR-1, GSTR-3B
9	The bidder must have an valid Employee Compensation Insurance Policy/ESI registration number	Valid Policy copy/ ESI reg. copy
10	Bidders whose contract has been terminated in the last three years by any company by way of blacklisting / on holiday listing are not eligible for participation. Further, the Bidder should not have any Director / Partner / Interested Party who/whose firm was associated earlier and the contract was terminated in the last 3 years.	Undertaking on Letterhead to be provided.
11	The bidder does not have any pending claims/demands/attachment notices received from any statutory body/ banks etc for defaults.	Self-Declaration from bidder on company's letter head.

12	Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender	Affidavit from bidder as per attached format (Annexure: XV)
13	Earnest money deposit INR 2,00,000.00	Online

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

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 {EMD} of R 2,00,000.00 (Rs. Two Lakh only) is to be paid online as per Annexure –X in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Work order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture in the event of:

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

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED EXCEPT FOR MSME/NSIC REGISTERED BIDDERS.

- 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.
- 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.
- Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

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

2. **Security Deposit (SD)**

Security Deposit amount of **5% of the basic order value for 1 year** 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 30 months** in BL's format (**Annexure VIII**) 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.

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

4. **AWARD OF CONTRACT**

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

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

5. **Risk Purchase**

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

6. **Validity of the Contract**

The Contract if any awarded against this tender will be valid for **24 months [February, 2020 to Jan, 2022]**. **The contract may be extended as mutually agreed upto 12 months at the existing terms and conditions subject to successful completion of the contract period.** As per the applicable Minimum Wages Act of Dadra & Nagar Haveli, the minimum wages are subject to revision from time to time within the contract period.

7. **Negotiations**

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

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

8. **Employer – Employee relationship**

There will be no Employer and Employee relationship between Balmer Lawrie & Co. Ltd. and the personnel so engaged by the Contractor under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Contractor to regulate any terms of employment with the engaged persons without any liability whatsoever to Balmer Lawrie & Co Ltd. The personnel provided by the contractor shall have no lien of claim in any manner on BL after their services are no more required by any contractor or during their deployment.

9. **Adherence to Labour Laws:**

The contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to the following and their re-enactments/amendments/modifications: -

1. The Factories Act, 1948
2. Contract Labour [Regulation & Abolition] Act, 1970
3. Employees Provident Funds & Miscellaneous Provisions Act, 1952
4. Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
5. Minimum Wages Act, 1948
6. Payment of Wages Act, 1936
7. Payment of Bonus Act, 1965
8. Payment of Gratuity Act, 1972
9. Equal Remuneration Act, 1976
10. The Dadra & Nagar Haveli Minimum Wages Rules, 1961/as applicable
11. The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
12. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
13. (State) Labour Welfare Fund Act
14. Professional tax
15. The Code on Wages, 2019
16. The Labour Welfare Fund Act (if applicable)

All required Statutory Registers to be countersigned by Balmer Lawrie in charge on monthly basis and needs to be produced as and when required.

If the bidder is claiming exemption from furnishing returns and maintaining registers by certain establishment under act number 51 of 1988, then the bidder needs to produce all documents as mentioned in said notification.

- **Successful bidder should ensure that the personnel employed by them should be insured under Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) and premium amount payable will be reimbursed by Balmer Lawrie on producing the proof of premium paid.**

10. **Safety Measures** : All personnel deployed under this contract should compulsorily use/wear at all times on duty, required safety equipment (apart from safety shoes), personal protective equipment to be provided by the Balmer Lawrie and follow all safety instructions written, verbal or implied. Company may disallow from the duty for the shift if any of personnel deployed fails to observe the safety guidelines/does not wear safety equipment, Company would have no liability for any loss or untoward incident arising out of such negligence and for such act the Contractor would be solely responsible to meet all fall-outs including legal and financial ones, if any. Suitable personal safety equipment for such purpose would be arranged by Contractor.

11. **Uniform:** The Contractor shall provide two sets of Uniform for each year to its personnel. The Contractor shall ensure that while on duty each and every personnel presents himself in proper uniform. Uniform (2 sets each year) shall consist of Shirt and trouser which shall be provided to the personnel deployed. The contractor shall provide 1 set of safety shoe to each of the personnel deployed.

The uniform items to be issued within 1 month of commencement of the contract.

The above list is illustrative only. Sample of uniform and safety shoe to be approved by Factory Manager. Record of distribution of uniform and safety shoes should be maintained by the bidder and shall be produced if required by Balmer Lawrie.

12. **Conduct & Discipline:**

- (a) All the personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- (b) Every personnel shall behave well with the employees of Balmer Lawrie & Co Ltd., its clients, visitors and also with their own team members.
- (c) All employees shall be at work punctually at the time fixed and as notified to them. Late attendance and irregular attendance including early departure will not be entertained at any point of time.
- (d) If the personnel deployed by the contractor any time are found absent from duty or sleeping or found engaged in irregular activities, Balmer Lawrie & Co Ltd will be at liberty to deduct the requisite amount on pro-rata basis from the bill of the contractor besides imposition of penalty for non-observance of the terms of contract. The Contractor should make good to any loss of property incurred by such acts of misconduct as per prevailing norms.
- (e) The contractor will be responsible for ensuring proper conduct & discipline of his workers.
- (f) Except as otherwise provided for matters regarding Conduct & Discipline, the contractor's workers would be regulated by the contractor in line with Model Standing Order.

13. **Work Schedule**

The work shall be carried out in accordance with the following drawn up work program.

- The Contractor at their cost and expenses, strictly in accordance with the work programme and in consultation with the Company, will appoint or engage competent and trained workmen and other employees and/or personnel in Managerial, technical, engineering, clerical, administrative, supervisory and other staff cadres as may be necessary or required for the proper and efficient discharge and performance by it of the aforesaid tasks, functions and operations. The manpower complement required in connection with this fabrication contract shall be the total responsibility of the Contractor and the Company shall not be concerned in any manner with their antecedents, deployment, substitution for absence etc.
- The Contractor has to ensure whole hearted efforts for achievement of the output from each of the above Plants as per the installed capacity during normal working hours on a single shift in plain barrel line and two shifts for lacquer line of 8 working hours in 26 working days in a month basis. However, if the installed capacity is increased through changes in plant/ machinery/ lay-out/ process the Contractor has to achieve higher productivity in line with the increased installed capacity.
The 8 working hours mentioned above excludes lunch break, time for which shall be provided for separately as per the statutes.
- The Contractor shall separately maintain full and proper records as required by legislation or regulation as applicable to the Contractor and/or as may be required by the Company in relation to the operation of the said Plant. If in any particular month the number of available working days (excluding weekly off and holidays) falls below or above 26 days, then the minimum production will be proportionately adjusted for that particular month.

- The Contractor shall in consultation with the Officer-in-Charge, jointly prepare every evening the production plan / program for the next day and on or before the last working day of the week preceding the relevant week, setting out in reasonable detail, *interalia*, the following matters :-
 - a) the number of Barrels and related components the Contractor shall manufacture and fabricate over the forthcoming week as specified therein ("Target Production"),
 - b) the number of normal shifts required to achieve the Target production over the relevant period to which the work program relates
 - c) Details regarding the steps/measures undertaken or to be undertaken by the Contractor so as to achieve and to ensure continued compliance with all legislations, rules and regulations as applicable to the Contractor and in force from time to time in the UT of D&NH, including without limitation, licenses, no-objections and other compliances required to be complied with by the Contractor for the manufacture and fabrication of steel drums and related components at the said Plant.
- The Contractor shall not employ persons below the age of 18 years and above the age of 60 years and shall meet all statutory requirements as prescribed from time to time under various laws relating to employment of labour
- Should the exigencies of work so demand, the Contractor shall work on Weekly off days and other holidays as well subject to receipt of prior notice from the Company either in writing or verbally followed by a written confirmation.
- For any production/maintenance or any other activities to be performed beyond normal shift hours, the Contractor will communicate with Plant In Charge in advance and the period of their engagement beyond normal shift hours.
- The Contractor will not make any additions, alterations or renovations in or to Plant & Machineries without the prior written consent of the Company.
- The Contractor will keep and maintain Silvassa Plant, all equipment therein and all attendant facilities in good, clean, proper repair and working order and condition and strictly adhere and conform at all times to the instructions / directions issued by the Company from time-to-time Provided however that spare parts if any required by the Contractor, shall be supplied by the Company.
- The Contractor shall comply with all applicable laws.

14. **Supervision:**

During the regular visit, Contractor's representative will also meet the officer in charge for mutual feedback regarding the work performed by the personnel deployed and for removal of deficiencies, if any, observed in their working. Such mutual feedback must be documented diligently. The Officer on behalf of BL or his authorized representative may review the work of the contractor.

The above is besides the contractor's supervisor/ manager who would be available at all times when the said job is being carried out in order to discharge on daily supervision requirements

The contractor shall arrange to maintain, the daily shift-wise attendance record of the personnel deployed by it showing their arrival and departure time. The Contractor shall submit an attested photocopy of the attendance record and enclose the same with the monthly bill. Such attendance register shall be checked by the Balmer Lawrie representative.

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

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

- In case of any theft / loss/ pilferage/damage of Company's property due to any personnel's negligence/act, detailed enquiry will be conducted by the company. If negligence on the part of Personnel is found, the Contractor shall have to accept the liability of loss assessed by Balmer Lawrie & Co Ltd. and it will be recovered from Contractor. The amount is to be deposited by way of Demand Draft in Company's account.
- The labour engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The Labour shall not indulge in any acts of indiscipline, in-subordination or rowdism. While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation in terms of statutory provisions, as the case may be, shall lie on the Contractor only.
- In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

16. **Quality Assurance:**

The Contractor shall ensure quality in the manufacture of all type of Barrels, as per recognized standards. Company's representative shall have the right to inspect and/or test the drums manufactured at any point of time during the course of fabrication, with a view to ensure their conformity to the required specifications/standards, as necessary. If at any time the Officer-in-Charge is of the opinion that the job has been unsatisfactorily done and the Contractor does not forthwith rectify the defect or re-do to the satisfaction of the Officer-in-Charge, the Officer-in Charge will have the right to reject the defected barrels/drums fabricated or may take necessary action, as deemed fit, and whose decision would be final and binding on the Contractor.

- Wherever any dispute regarding the job arises, the decision of the Officer in-Charge would be final and binding on the Contractor.
- The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the operation for fabrication of drums and related activities so as to conform to the prevalent law and statutory requirements that may be applicable from time to time.
- Any disposal of any item of whatsoever nature will be the responsibility of the Company. However, the Contractor will be responsible for bundling/ shifting of the rejections/non usable stores and consumables to the designated place as per the instruction of the Officer-in-charge without any additional cost. The Contractor shall be specifically responsible for the contractual / statutory compliances in respect of personnel engaged by him for the operation and supervision of the fabrication contract and jobs related thereto
- The Contractor would be responsible for the preventive maintenance/and or rectification of any breakdown to the plant and machinery to keep them in working condition would be of the Contractor. Therefore, the Contractor will be required to maintain "Maintenance Team" at their own cost to attend to the repair work of the machines immediately. However, the spares, if any needed, will be supplied to the Contractor by Company free of cost.

17. **Facilities:**

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

18. **Payment Terms**

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

- Monthly bills along with duty roaster duly certified by our Officer/Competent Authority
- Wages bill
- Statutory dues bills of that month,
- proof of payment of billed month into individual bank account
- PF, ESI and Labour Welfare Fund deposit

Due to any reason if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. **After verification of all the above documents towards satisfactory compliance of the statutory payments, the Company will release the payment on the 15th day from the date of submission of bills duly verified by Officer/Competent authority.**

Payment for the first month will be released even though documents in support of payment of statutory dues viz. PF etc. may be submitted in the next month.

Monthly bills must be accompanied with copy of the wage cum muster register of the previous month & bank transfer details, duly certified by BL representative. Payment will not be made till the Successful bidder submits the certified wage cum muster register along with the copy of the wage cum muster register of the previous month together with current month's bill.

Note: The successful bidder has to submit the copy of Annexure: Va & Vb to the Plant Head / Unit HR for release of last month payment & final settlement w.r.t. this contract without which the payment shall not be processed.

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.

Payment will be released based on the production slab as given below: -

For Job Contract for Fabrication of Barrels

For 0- 45,600 of Plain line production – Fixed amount based on the quoted rate will be paid.

Above 45,600 Plain line production – Amount will be based on the incremental volume and quoted rate.

For 0- 60,000 of Lacquer line production – Fixed amount based on the quoted rate will be paid.

Above 60,000 Lacquer line production – Amount will be based on the incremental volume and quoted rate.

For Fruit Barrel Finishing COST for 4 months - Amount will be based on the incremental volume and quoted rate.

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

Kindly refer Annexure - XIV pertaining to queries regarding invoices/payment.

If the Contractor fails to comply and effect payment to the Statutory / Competent authorities – PF & ESI in respect of their employees deployed to work at BL, and/or fails to comply with the Statutory provisions /laws as applicable and/or fails to pay /implement Minimum wages as revised from time to time, then BL shall be at liberty to withhold payment of bill till the time necessary compliance is done. Furthermore, continuance of such non-compliance will entitle BL to terminate the contract without any loss or encumbrance on the part of BL.

Payment towards providing uniform, safety shoes, tea, snacks to contractor's workmen as per job requirement shall be made on reimbursement basis as per the rate quoted in the price bid by the successful bidder on producing the record of distribution.

19. Indemnity:

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

20. Overtime:

- (a) Personnel working beyond normal working hours per shift due to exigencies will have to be paid Over Time as per statutory provision. The successful bidder must ensure that Overtime be done only in terms of the provisions of applicable statutes viz Factories Act 1948 & Rules & CLRA Act 1970.
- (b) Normal Shift shall be of 8 hours only or as per applicable statutes.
- (c) Overtime will be twice the rate of minimum wages on the actual hours worked in Overtime, or as per applicable statutes. Employee Compensation policy should cover the Overtime hours.

21. Parallel Contract and Risk & Cost:

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

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

- (a) Company reserves the right to terminate the contract by giving three months' notice on the vendor and on other side vendor also may terminate the contract by serving three months' notice to BL. However, the company reserves the right to terminate the contract forthwith in case of serious breach of contract and the decision of the company will be binding.
- (b) Upon termination of the contract or on expiry of the period of the contract, the Contractor shall ensure prompt withdrawal of all their personnel/employees deployed by them from the Company's premises and shall ensure peaceful handover of the charge of the arrangements back to the Company or to such personnel/ organisation as may be directed by the Company. Any violation of this will be considered as a breach of trust/agreement and in such an eventuality BL will be entitled to stop all payments to the contractor. The Company in such event will be at

liberty to take such course of action it deems fit and the presence of any personnel of the Contractor at the premises of the Company will be considered as trespass.

- (c) The Contract will be terminated if the Contractor does not commence the work in the time and in the manner described in the Contract Documents or if the Officer-in-Charge notices/finds the occurrences of any one or more of the following events/contingencies :-
- (i) Failure to carry out the work in conformity with the Contract documents or to comply with any of the terms of the Contract.
 - (ii) Failure to carry out the work in accordance with time schedule and/or fails to safeguard company's interest.
 - (iii) Due to continuous indiscipline and improper supervision on the part of the Contractor.
 - (iv) If the Registration by the appropriate authority is cancelled or withdrawn.
 - (v) If the Contractor abandons the work.
 - (vi) Distress execution of any other legal process being levied on or upon the Contractor's "goods" "persons" and assets.
 - (vii) If the Contractor or any person employed by the Contractor, offers/accepts for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether in cash or kind) from/to any employee or agent of the Company.
 - (viii) If, during the continuance of the contract, the Contractor becomes bankrupt, make any arrangement with his creditors or permit any execution to be levied or goes into liquidation whether compulsory or voluntary including voluntary liquidation for the purpose of amalgamation or reconstruction.
 - (ix) If the Company decides not to execute the work for any reason whatsoever, then in such case the Company shall have the right/power to terminate the Contract. No compensation shall be payable to the Contractor in the event of such termination.
 - (x) In the event of termination of the Contact, the Contractor shall have to vacate the site/premises peacefully and remove the personnel deployed by the Contractor within stipulated period as communicated to the Contractor by the Company's officials.
 - (xi) If the Contractor fails to comply with any obligation as mentioned hereinbefore.
 - (xii) If the Contractor fails to follow the rules and regulations under Contract Labour (R&A) Act. 1970, Employees Provident Funds and Miscellaneous Provision Act, 1952, Minimum Wages Act,1948, ESI Act and other applicable legislations etc. Their contract shall be terminated.

In the event of termination of the Contract for reason(s) aforesaid (except sub-clause (ix) & (x), the Company reserves the right to get the balance work executed through alternate source(s) at the risk and cost of the Contractor and the Security Deposit of the Contractor shall stand forfeited.

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

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

25. **Leave:** The contractor has to allow his personnel deployed at our premises

- a. Paid Leave: five (5) paid holidays annually three (3) national holidays (26th January, 15th August and 2nd October).
- b. Annual Leave falling due as per factories act shall be disbursed before Diwali or before the end of the contract whichever is earlier. Related documents/records to be submitted to Balmer Lawrie.

26. **Tender Evaluation** - The tender would be evaluated on Composite) L1 basis (i.e. Total of A+B+C+D+E+F+G as detailed in Scope of Service). The composite L1 bidder will be awarded the contract. In case there is a tie between bidders at L1 position, these bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

D. GENERAL TERMS AND CONDITIONS

1. Introduction

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

- Purpose of Contract: This contract is for FABRICATION OF all type of barrels.
- All the rates given in the offer should be expressed both in words and in figures and where there is difference between two, the rates given in the words will be authentic.
- Every tender shall be in accordance with the (specifications and terms and conditions).
- All entries in the tender documents should be in ink or typed and there should be no erasers or overwriting. All corrections should be attested under the full signature of the Contractor.
- Contractor should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened. The Contractors are specifically advised to note that the Company normally would not carry out negotiations except with such parties who is/are the lowest. As such, it would be in the interest of Contractors to quote lowest reasonable rates. During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

- The Contractor shall not publish any brochures, pamphlets or other literature relating to or concerning the said Plant, its running, operation, management or maintenance or issue any advertisements, press reports or other publicity material except as may be previously authorized or approved in writing by the Company
- The Contractor shall arrange to obtain necessary entry permits for the contract labour and/or the employees/workmen and arrange to issue identity cards, appointment letter to its employees/workmen at their cost.

2. Scope of Service

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

3. Reference for Documentation

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

4. Confirmation of Order

Seal & Signature of Tenderer

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

5. Relaxation of Tender Terms & Conditions

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

6. Rejection of Bids

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

7. Delays

7.1 Delay in Bidding

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

7.2 Delay in Execution/Deputation

The bidder shall depute the necessary manpower as mentioned in the scope of work within the stipulated date and execute as per the validity of the contract. Delays in deputation/non execution of contract will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 5.

8. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed deputation/execution time, the validity dates can be extended by the tenderer on receipt of application from the bidder within stipulated deputation/execution 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 contract 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. Housekeeping –

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

2. Confined Space-

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

As minimum Contractors must ensure the following:

- Confined spaces are kept identified and marked by a sign near the entrance(s).
- Adequate ventilation is provided
- Adequate emergency provisions are in place

- Appropriate air monitoring is performed to ensure oxygen is above 20%.
- Persons are provided with Confined Space training.
- All necessary equipment and support personnel required to enter a Confined Space is provided

3. Tools, Equipment & Machinery-

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

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

4. Working at Height-

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

5. Fall Prevention System –

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

6. Fall Protection Systems-

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

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

7. Scaffolding –

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

8. Stairways and Ladders-

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

- Fabricated ladders are prohibited.
- Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- Ladders will never be tied to facility services piping, conduits, or ventilation ducting.

- Ladders will be lowered and securely stored at the end of each workday.
- Ladders shall be maintained free of oil, grease and other slipping hazards
- Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service & removed from the Site by end of the day.

9. Lifting Operations –

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

10. Lockout Tag out ("LOTO") –

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

11. Barricades –

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

12. Compressed Gas Cylinders –

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

13. Electrical Safety-

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

The below measures will be taken:

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

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

14. Hot Works –

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

15. Trenching Excavating, Drilling and Concreting

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

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

16.Environmental Requirements –

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

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

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

17.Drug Free Workplace

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

18.Alcohol Free Workplace

Successful bidder employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Successful bidder employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Successful bidder.

19.Smoke Free Workplace

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

VENDOR'S CODE OF CONDUCT

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

SBU: Industrial Packaging

The supplier declares herewith:

Legal Compliance

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

Prohibition of corruption and bribery

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

Respect for the basic human rights of employees

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

Prohibition of child labor

- To employ no workers under the age of 18;

Health and safety of employees

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

Environmental Protection

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

Supply Chain

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

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

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

11. Control Regulations

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

12. 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.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

13. CONTRACT LABOUR REGULATIONS

1. 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.
2. The Contractor shall not undertake or execute or permit any other contractor or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
3. The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
4. 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.

5. 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.

14. PAYMENT OF MINIMUM WAGES

- a) The Contractor will pay minimum wages as prescribed / revised / made applicable by the Government of Dadra & Nagar Haveli at the location of the factory from time to time, at rates prescribed for different categories of workmen engaged by him.
- b) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

- a. In case of a change in the quantum of outgo from the contractor towards their contribution to the statutory benefits to the employees arising out of any changes in the relevant statutes, the consideration payable by Balmer Lawrie to the Contractor shall also undergo a change and the revised consideration would be arrived at after mutual discussion and agreement on the subject.

15. PAYMENT OF WAGES

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 4th day after the last day of wage period. The payment has to be made through electronic bank transfer/cheque.

16. PAYMENT OF BONUS

The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel. Bonus should be disbursed before Diwali/ before the close of the contract. Relevant registers, returns and evidence of disbursement to be submitted on time and shared with Balmer Lawrie. Equivalent amount towards such payment will be recovered from contractor's bill on monthly basis.

17. SAFETY AND WELFARE

- a) 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.
- b) 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.
- c) 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.
- d) First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- e) 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.
- f) The contractor shall allow his employees weekly off as per provisions of Factories Act, 1948.

18. 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, in the UT of D&NH 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 reimbursed by the Company on submission of documentary evidence.

19. GRATUITY

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

Balmer Lawrie shall reimburse the gratuity for the duration the contractor's employee has served in Balmer Lawrie.

20. EMPLOYEES PROVIDENT FUND

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

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

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

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

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

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

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

c) The Contractor will maintain register / records and nomination forms required under the EPF & Miscellaneous provisions act in respect of all the employees engaged by them with their Manager in the site office in original and the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract. The Contractor should also maintain copies of all related documents in their Registered Office.

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

21. 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).

22. PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR

1. 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.
2. Payment of terminal dues applicable, if any, shall be to the account of the Contractor and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the contract.
3. 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.
4. It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor and/or to the extent dictated under various law.

23. 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.

24. GOVERNING LANGUAGE

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

25. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of State of Dadra & Nagar Haveli.

26. NOTICES

Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing by mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. RECORDS & CERTIFICATE OF COMPLIANCE

- The Contractor shall keep and maintain all records as are required to be maintained by him under various Industrial & Labour Laws applicable in the UT of D&NH.

- The Contractor shall furnish to the concerned offices/authorities in this behalf any and all information, report (s) and return (s) as are required to be furnished by him under any such laws, rules or regulations.

- The Company's authorized representative and/or the statutory authorities shall be entitled at all times to carry out any check (s) or inspection (s) of the Contractor's facilities, records and accounts to ensure that the provisions of the Labour & Industrial Laws and Regulations are being observed by the Contractor and that the personnel engaged are not denied the rights and benefits to which they are entitled under such provisions.

- Payment shall be released to the Contractor each month subject to the Contractor satisfying Company that the Contractor has paid/contributed all prescribed payments that has to be made under various statutory requirements and more specifically stated above in this tender.

28. LINKAGE OF FABRICATION RATE TO STATUTORY COMPLIANCES

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure-II

E.

SCOPE OF SERVICE & VENDOR OBLIGATIONS

Primary Scope: Fabrication, maintenance, cleaning of machines, quality control, Store operations, receiving of materials, invoicing of finished goods, office work etc. at our Industrial Packaging Division at Silvassa.

Additional Scope –

1. Supervision of the job and workforce at the plant will be within scope of the successful bidder.
2. Successful bidder has to be maintained all the documents and keep them in safe custody which are required as per the applicable statutory laws.
3. All statutory documents are to be maintained by the successful bidder at BL plant premises, and produce the records as and when called upon by BL officers or any regulatory authorities.

Estimated Manpower requirement shall be 140 numbers.

For Seasonal requirement (Sl. No.C) for 4 months (April-July) , additional estimated manpower shall be 12 numbers.

All manpower requirement shown are indicative. Contractor will be instructed to engage manpower as per actual requirement by the concerned Officer in-charge.

Production Slabs as per below:

Sl. No.	Category	UOM	Tendered Quantity (24 months)
A	Plain line barrel operations	Per drum	10,94,400
B	Laquer line barrel operations	Per drum	14,40,000
C	Fruit barrel finishing operations (4 months – April to July)	Per drum	2,38,020
D	Uniforms (2 sets/year for 140 numbers)	Each	560
E	Safety Shoes (1 pair/year for 140 numbers)	Each	280
F	Tea (2 times per day for 140 numbers)	Each	2,01,600
G	Snacks (to be provided only during overtime more than 4 hour)	Each	7,200

NOTE :

[1] The tendered quantity mentioned in Sl.Nos. A, B, C above may vary by +/-20%

[2] Prospective bidders may contact Plant Head/Plant HR for further details regarding scope of service and ground level reality/working condition.

Timings: -

Shift Timings-

1.) 1st Shift: 8.30 am – 5 pm

2.) 2nd Shift: 5pm – 1.30 am

However, the working hours may be extended as per production requirement.

[Working time may be staggered as & when required]

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

The personnel posted at our locations should be free from any contagious and infectious diseases. The Medical certificate should be available on demand for each and every

personnel provided by the contractor. The Medical certificate should be submitted for each and every personnel provided by the contractor at the time of deputation. The expenses for the same to be borne by the successful bidder.

List of investigation/ examinations to be part of pre-employment medical check-up:

- Estimation of TC, DC, ESR, Hb, Blood group
 - Estimation of Fasting Blood Sugar, PP, Blood Urea, Creatinine and Lipid Profile
 - X-Ray of Chest and PA View
 - ECG
 - Eye and Hearing Tests
 - Hernia, Hydrocele, Abdomen, Skin Condition
-

Statutory Health register is to be maintained by the successful bidder. Cost for the above tests shall be borne by the bidder.

Other Terms & Conditions:

1. The successful bidder shall hold the company harmless and indemnified from and against all claims, charge and cost for which the company may be held liable under the Employee's Compensation Act, 1923. Employee's Liability Act, 1938 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company or to any other person, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the successful bidder his agents or his employees in carrying out the job of the successful bidder.
2. The successful bidder are required to read all the terms and conditions and sign the pages as acceptance of the same while quoting the rate
3. The successful bidder 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 Successful bidder, shall be payable by the Successful bidder.
4. Workmen employed by the Successful bidder will be directly supervised and controlled by the Successful bidder.
5. The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder.
6. The Successful bidder will ensure that his employees wear the safety appliances provided by the Successful bidder and that adequate safety precautions are taken by them while carrying out their work in the factory premises.
7. The Company will have privacy of Contract with the Successful bidder only and will give instructions to the Successful bidder or his authorized Manager / Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Successful bidder.
8. The successful bidder shall comply with and meet statutory requirements under the Contract Labour (R&A) Act 1970, Minimum Wages Act 1948, EPF & MP Act 1952 and ESI Act 1948 arising out of engaging your labour in our premises.
9. The Contractor shall install his biometric or such attendance system & the shift wise attendance data duly authorised by the Contractor Supervisor & concurred by the BL authorised user department head shall be submitted with the monthly invoice of the Contractor. In case any such machine is available with BL, the same can be leased out to the Contractor at a token lease rent as decided by the Factory Manager.

Wage Protection of existing contractor's workforce, if retained by the successful bidder must be ensured. Bidders may contact Plant Head/ Unit HR for further details regarding existing wages.

10. First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately and recorded in a register to be maintained with the Manager employed by the Successful bidder.
11. The contractor shall ensure that the personnel are in proper uniform.
12. The Successful bidder should provide all safety equipment's required by all their workmen for discharging their work. The Company will not be responsible for non-adherence of Safety norms by the Successful bidder/his workmen.
13. The Successful bidder should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the plant.
14. The Successful bidder shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Successful bidder 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.
15. The Successful bidder shall not undertake or execute or permit any other agency or sub-Successful bidder to undertake or execute any work on the Successful bidder'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 Factories Act or the Contract labour (Regulation & Abolition) Act-1970 or their applicable law, rule or regulation, if applicable.
16. The Successful bidder has to ensure filing of timely and accurate GST Returns, as per the GST Rules against the contract awarded. In case the successful bidder is found to be non – compliant in filing of GST Returns at any point of time during the tenure of the contract, BL reserves the right to recover the defaulted GST amount paid to the successful bidder from Security Deposit / outstanding payments. BL at its discretion may also decide on termination of the contract, without any notice period, in case of such default being detected.
17. BL shall check / verify monthly pay sheets / records of the contractor to ensure that contractor is paying as per Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T and all statutory obligations are complied with
18. BL will not provide any Housing / Residential accommodation including canteen facility, transport and the company will not bear / reimburse any expenses in connection with the same. Contractor will be responsible for the above\
19. BL will have privacy of contract with the contractor and will give instructions to them only and will have nothing to do with the employees or conditions governing their employment with the contractor.
20. The contractor will be required to abide by all statutory compliances as applicable in the Plant and rules framed there under and / or any notification on the subject. The contractor shall be effecting payment to the employees which shall be as per Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T or any applicable statutes
21. As per the Minimum Wages Act of Labour Department, Administration of Dadra ad Nagar Haveli, U.T, the basic wages are subject to revision from time to time within the contract period. The rates shown in the Price Bid are the current rates. The same will be revised on receipt of Circular issued by Administration of Dadra ad Nagar Haveli, U.T.
22. The contractor shall ensure that full strength of personnel is maintained at all time until and unless instructed by Balmer Lawrie authorized representative.
23. The employees deployed by contractor shall not under any circumstances be treated or claimed to be treated as an employee or servant of the company and shall not have any claim of any nature whatsoever on the company.
24. The price bid shall be considered only if the tender is qualified under prequalification bid. All decisions of the company in this regard shall be final.
25. The contractor will be responsible to provide trained and experienced as per the minimum criteria mentioned in the tender. The certificates from a recognised training institute to be submitted on deputation.
26. The Contractor will take care of all the Local and Statutory Compliances/issues and will be solely responsible to solve and tackle all local related issues.

27. The company will make reimbursement towards monthly service charges. Notwithstanding the above, the contractor will be required to make payment of wages to their staff engaged in our premises on or before 7th of the subsequent month and submit documentary evidence along with the bill.
28. The contractor will be required to abide by all statutory compliances at Dadra & Nagar Haveli and rules framed there under and / or any notification on the subject.
29. The contractor should submit all applicable statutory returns and provide proof thereof to the Company exclusively for the Unit. Contractor must have all the applicable Statutory Registrations / Licence like Contract Labour Act, GSTN, PF, WC, Employees Compensation Act, and other Labour Laws
30. The successful contractor shall ensure that their employees deployed by them at our plant, being so entitled in that behalf, are covered under EPF and ESI/WC in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 ("the PF 1952 Act") and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF 1952 Act and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, **failing which Balmer Lawrie & Co Ltd (BLC) may deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the contractor, from the consideration payable by BLC to the successful contractor as per prevailing rules.** The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC shall further be entitled to deduct clerical charges at the rate of Rs.1,000.00 - on each such occasion from the bills of the successful contractor.

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

31. The contractor will indemnify the company, its officers, employees and workmen against any loss or damage to property or otherwise by reason of any act or omission on the part of the personnel deployed by it and shall make good such loss or damage.
32. The price bid shall be considered only if the tenderer is qualified under technical bid. All decisions of the company in this regard shall be final.
33. On termination of the contract, the contractor shall ensure prompt withdrawal of their personnel / employees deployed by them from the company's premises and shall ensure peaceful hand over of the charge of the arrangements back to the company or to such personnel / organization as directed by Company. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the contractor at the premises of the company will be considered as trespass.
34. **The successful bidder shall submit copies of appointment letter duly received by the Contractor's employees within 30 days of issuance of Work Order.**
35. **The successful bidder shall submit the Employment card as per CLRA Act within 30 days of issuance of Work Order**

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

ANNEXURE – III

F. GST Compliances

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

G. DETAILS OF VENDOR

ANNEXURE-IV

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

ANNEXURE V(a)

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

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

CERTIFICATE OF CONTRACTOR COMPLIANCE

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

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

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

ANNEXURE V(b)

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

(To be submitted by Contractor/Contractor)

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/- for Dadra & Nagar Haveli)

INDEMNITY BOND

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

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

Further, we undertake to indemnify Balmer Lawrie & Co. Ltd. in respect of any loss, claim, damage, compensation or expenses that may become payable in future on Balmer Lawrie & Co. Ltd. or incurred
Seal & Signature of Tenderer

on account on nonpayment of any dues or claim of any workman employed by us directly or through sub-petty successful bidders for non-fulfillment of any by laws of the Central or State Govt. or Local Authority or any other statutory body as the case may be.

Place :

Date :

WITNESS

1. Signature _____

Name _____

Signature of Authorised Representative of

M/s.

Name :

Designation:

2. Signature _____

Name _____

ANNEXURE V(c)

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

INDEMNITY BOND

(To be submitted by Successful bidder)

(To be executed and notarized on Non Judicial Stamp Paper of Rs.100/- for Dadra & Nagar Haveli)

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

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

That the Balmer Lawrie has awarded work of

_____ vide work order No.

_____ Dated _____ and the successful bidder has signed the terms and conditions including the GENERAL CONDITIONS of the agreement agreed between successful bidder and the Balmer Lawrie on dated _____. This document is part and partial of the above referred agreement.

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

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

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

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

Place:

Date: / /

Witness:

Accepted by:

(For, Principal Employer)

ANNEXURE VI

K. PRICE BID – to be filled by BIDDER --

Price bid format for Contract for fabrication services of Drums at IP Silvassa.

Contract for fabrication services							
Sl. No.	Description		Feb,20 – Jan,21		Feb,21 – Jan,22		
A	Plain Line Operations	UOM	Tender Quantity	Rate (Rs.)	Tender Quantity	Rate(Rs.)	Total (Rs.)
1 st Slab	Rate upto production of 45,600 drums in a month	Per drum	5,47,200		5,47,200		
2 nd Slab	Incremental rate above 45,600 drums in a month	Per drum	As per actual		As per actual		
B Lacquer Line Operations							
1 st Slab	Rate upto production of 60,000 drums in a month	Per drum	7,20,000		7,20,000		
2 nd Slab	Incremental rate above 60,000 drums in a month	Per drum	As per actual		As per actual		
C	FRUIT BARREL FINISHING (for 4 months Apr-Jul)	Per drum	1,19,010		1,19,010		
D	Uniforms	each	280		280		
E	Safety Shoes	each	140		140		
F	Tea	Each	1,00,800		1,00,800		
G	Snacks (only during overtime of more than 4 hours)	Each	3,600		3,600		
GRAND TOTAL [A+B+C+D+E+F+G]							

NOTE:

- 1) Minimum amount payable against Sl. No. A & B first slab of production i.e. 45,600 drums and 60,000 drums per month will be fixed and payable to the successful bidder on monthly basis irrespective of number of barrels produced. For subsequent increase above the first slab for Sl. No. A & B, the successful bidder shall be paid at per the actual production.
- 2) Sl. No. C shall be paid as per the actual quantity on monthly basis during four months as mentioned in the price bid.
- 3) Sl. No. D & E shall be paid on reimbursable basis at actuals.
- 4) Price Rate: Successful bidder should quote per piece of drum basis.
- 5) Statutory Compliance: Successful bidder has to comply with PF, MLWF,PT, Workmen Compensation (WCI), minimum wages etc. as per prevailing labour rules & regulation as per Union territory of Dadra & Nagar Haveli
- 6) Above mentioned quantities are tentative with a variance of +/-20%.
- 7) **Estimated manpower for carrying out the above job- 140 nos.**
- 8) **Sl. No. C is a seasonal Requirement [April-July] which requires additional tentative manpower of 12 nos.**

L.

ADDRESS OF BALMER LAWRIE PLANT

**1. Balmer Lawrie & Co. Ltd.,
Survey No. 23/1/1, Khadoli,
Silvassa (UT of Dadra & Nagar Haveli**

ANNEXURE- VIII

(To be provided by successful bidder only)

M. Format of the Bank Guarantee (Security Deposit)

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

Dear Sir,

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

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

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

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor) , in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 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)

Seal & Signature of Tenderer

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 - IX

N. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
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-X

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. Ujwala Shimpi (022) 66865608 email: ujwala.shimpi@c1india.com (Mumbai/ Monday-Friday)
2. Mr. Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday)
3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Saturday)
4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644

Escalation Level:

Mr. Tuhin Ghosh, Mob: 8981165071

Email: tuhin.ghosh@c1india.com

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Shri Tushar Ingale (Mob.9769015541 Land Line No.022 66258209)
e.mail: ingale.td@balmerlawrie.com
2. Shri PN Angira (8511149833)
e.mail: angira.pn@balmerlawrie.com

3. Sourish Chatterjee (9619679987)
Email: chatterjee.sourish@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 and EMD online, the bidders are requested to submit other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the other documents if any either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, 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 – XI

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:

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

Annexure – XII

Q. CPPP Declaration

BIDDER TO SUBMIT ON THEIR LETTER PAD

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

Dated

I/We, M/s,
address....., hereby declare that I/We are
registered as MSE supplier and have registered our Udyog Aadhar Memorandum (UAM)
Number.....on Central Public Procurement Portal (CPPP).
Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim through CPPP.

I/We hereby also declare the following :-

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

Company Authorized Signatory
(Seal & Stamp)

Annexure –XIII

R. Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of **Balmer Lawrie & Co. Ltd.**, hereinafter referred to as “Merchant”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“Service”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://eproc.balmerlawrie.in> (“Website”). Each User is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offering.

B. General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

C. Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

- (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
- (ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

D. Miscellaneous Conditions:

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/ or unauthorized use of data over the Internet.

4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

- i. Choose a new password, whenever required for security reasons.
- ii. Keep his/ her User ID & Password strictly confidential.
- iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

E. Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful contractor thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

F. Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By

submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Helpdesk

For any payment related clarification/ assistance users may contact our helpdesk executives (Email- sona.banerjee@ext.icicibank.com, Telephone- 033-40267513

G. Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

H. General Terms and Conditions -

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.

2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.

3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.

4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.

5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.

6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

ANNEXURE – XIV

S. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT

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

Sr.No.	Industrial Packaging -Location	Contact Person	Contact No.	email ID
1	Silvassa	Mr. Prasoon Aggarwal	9555587372	aggarwal.p@balmerlawrie.com
2	Kolkata	Mr. Manish Himmatsinghka	9830714142	himmatsinghka.m@balmerlawrie.com
3	Chennai	Mr. Manoj Karmakar	8124056521	karmakar.mk@balmerlawrie.com
4	Chittoor	Mr. Pravin K Singh	9883325136	singh.pk@balmerlawrie.com
5	Asaoti	Mr. D P Sharma	9717695849	sharma.dp@balmerlawrie.com
6	Taloja	Ms. Rekha	9867420162	rekha.rr@balmerlawrie.com
7	Vadodara	Mr. Vishal Gokharan	9819520229	vishal.g@balmerlawrie.com

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

ANNEXURE – XV

T. AFFIDAVIT FORMAT FOR STATUTORY COMPLIANCE

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/-for Dadra & Nagar Haveli)

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

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

1. The Factories Act, 1948
2. Contract Labour [Regulation & Abolition] Act, 1970
3. Employees Provident Funds & Miscellaneous Provisions Act, 1952
4. Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
5. Minimum Wages Act, 1948
6. Payment of Wages Act, 1936
7. Payment of Bonus Act, 1965
8. Payment of Gratuity Act, 1972
9. Equal Remuneration Act, 1976
10. The Dadra & Nagar Haveli Minimum Wages Rules, 1961/as applicable
11. The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
12. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
13. (State) Labour Welfare Fund Act
14. Professional tax
15. The Code on Wages, 2019
16. The Labour Welfare Fund Act (if applicable)

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

Signature : _____
Name : _____
Date : _____