



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

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. 0100PE1624 dated 24.06.2020**

**Due date of Tender: 08.07.2020 at 16.00 hrs.  
Opening of Price Bid: 08.07.2020 at 16.30 hrs.**

Online Two Bid e-Tender is invited for **Annual contract for Screen Printing Job on 210 L MS Barrels” at Barrel Plant, Balmer Lawrie & Co. Ltd., Industrial Packaging Silvassa, 23/1/1, Surangi Road, Khadoli, Silvassa – 396230** through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in> for a period one year effective from 1<sup>st</sup> Aug, 2020 & 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.**

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

**Contact details :-**

<b>Balmer Lawrie &amp;Co.Ltd.</b> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071
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 Jitendra Rohit Mob: 9428177948 Email: rohit.jj@balmerlawrie.com	Contact Persons: Contact Persons: 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) <a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a> 2. Mr. Tirtha Das , Mob: 9163254290 , email id <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> (Chennai/ Monday-Satday) 4. Helpdesk Support (Kolkata) Email : <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> (Monday-Saturday) 8017272644 <b>Escalation level 1</b> – Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> <b>Level 2</b> -Mr. Sandeep Bhandari <a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a> +91-8826814007

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 Taloja. 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. Annexure Vd - Affidavit cum declaration (Small/Very small category)
- L. Annexure Ve – Indemnity Bond (Small/Very small category)
- M. Annexures VI – Price Bid.
- N. Annexure VII – Addresses of Balmer Lawrie location
- O. Annexure VIII – Format of Bank Guarantee
- P. Annexure IX - Bank Details for SWIFT/RTGS Transfers
- Q. Annexure X - Conditions for Online Bid submission
- R. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- S. Annexure XII – CPPP Declaration
- T. Annexure XIII – Terms and conditions for making Online payment towards Earnest Money Deposit [EMD]
- U. Annexure XIV – List of designated Officers responsible for releasing payment.
- V. Annexure XV - Affidavit format for Statutory Compliance
- W. Annexure XVI - Integrity Pact

**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 “Annual contract for Screen Printing Job on 210 L MS 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. Important points to be noted

Due date for online bid submission 08.07.2020 at 16.00 hrs 5.2 Online Pre-Qualification / Technical Bid opening 08.07.2020 at 16:30 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.**

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 at least <b>two (2) years'</b> experience (to be considered from 01.04.2018) in job of screen printing in Barrel/drum manufacturing units.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidences of Screen printing job work or contract 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.35.00 Lakhs for each order or b) Two similar completed works of tender value of not less than the amount equal to Rs.44.00 Lakhs for each order or c) One similar completed work of tender value of not less than the amount equal to Rs.70.00 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.
3	Minimum average annual turnover of Rs. 27.00 lakhs in the last three years (2016-17, 2017-18 & 2018-19)	Certified from Chartered Accountant or Certified Profit & Loss & Balance Sheet copies.
4	Statutory Licenses & documents: - a) P.F.No. under the provision of EPF Act and Misc. Provision Act, 1952* b) Copy of PAN No. in their Firm's 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
5	Bidder should have labour licence from any RLC (Central/State) during last 3 preceding years.	Currently valid License copy/copies  *undertaking to be provided as per note point no. iii
6	Regular submission of GST Return to the Authority along with proof of submission of return for <b>FY 18-19</b> (GSTR-1 &GSTR-3B)	Copy of GSTR-1, GSTR-3B

7	The bidder must have an valid Employee Compensation Insurance Policy/ESI registration number	Valid Policy copy/ ESI reg. copy
8	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.
9	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.
10	Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender	Affidavit from bidder as per attached format (Annexure: XV) –
11	Bidders have to submit the Integrity pact between Balmer Lawrie and the participating bidder as per the format laid down in Annexure: XVI	Signed & stamped copy of Integrity pact (on each page) (Annexure: XVI)
12	Earnest money deposit INR 45,000.00	Online

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

Note:

- (i) Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.
- (ii) For bidder whose annual threshold limit is 40Lakhs is exempted for qualification in above clause 4 (c) and 6
- (iii) For bidders engaging less than 20 manpower in any establishment (for valid contracts), they may be exempted for above clause no. 5. An undertaking to be provided mentioning that the bidder has not engaged 20 or more manpower in any establishment for presently valid contracts.
- (iv) As per circular, 1(2)(1)/2016-MA dated 10.03.2016 from Ministry of Micro, Small & Medium Enterprise Sl. No.4 , relaxation may be provided to MSE bidders on the value mentioned in clause no. 2 & 3

### C. SPECIAL TERMS & CONDITIONS.

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

Earnest Money Deposit {EMD} of Rs. 45,000.00 (Rs. Forty Five thousand 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:**

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

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

- a) 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.
  - b) 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.
  - c) 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 **12 months [August, 2020 to July, 2021]. 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.**

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 employees deployed by contractor shall not under any circumstances be treated or claimed to be treated as an employee or servant of Balmer Lawrie and shall not have any claim of any nature whatsoever on Balmer Lawrie.

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 & Rules
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 & Rules
6. Payment of Wages Act, 1936 & Rules
7. Payment of Bonus Act, 1965 & Rules
8. Payment of Gratuity Act, 1972 & Rules
9. Equal Remuneration Act, 1976 & Rules
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. Professional tax (if applicable)
14. The Code on Wages, 2019
15. 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.

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

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.

- The successful bidder shall submit Indemnity Bond as per Annexure- V(c) within 30 days of issuance of Work Order or within 15 days of start of Contract, which ever is earlier, failing which, the first month bill of the Contractor shall not be processed. Another Indemnity Bond (Annexure- V a) & Certificate (Annexure- V b) to be given by the outgoing contractor before his last month bill & final settlement is released by BL.



- In case the successful bidder is covered under Labour Laws (Exemption From Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988 & wishes to avail exemptions, then the successful bidder has to submit Affidavit cum Declaration and Indemnity Bond as per Annexure V(d) & V (e) respectively.
  - The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of any work done under this contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules.
  - The Contractor shall be responsible for resolution of all the Local and Statutory Compliances/issues and will be solely responsible to solve and tackle all such issues at his cost.
  - The contractor shall be responsible for timely submission of all applicable statutory returns and provide proof thereof to BL exclusively for the Unit/business.
  - The successful contractor shall ensure that their employees deployed by them at our unit/office, being so entitled in that behalf, are covered under EPF and ESI in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 (“the PF 1952 Act”) and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF Act 1952 and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, failing which Balmer Lawrie & Co Ltd (BLC) shall deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the contractor, from the consideration payable by BLC to the successful contractor as per prevailing rules. The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC shall further be entitled to deduct clerical charges at the rates of Rs.1,000.00 - on each such occasion from the bills of the successful 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 contract operation so as to conform to the prevalent law and statutory requirements that may be applicable from time to time.
10. **Safety Measures :** All personnel deployed under this contract should compulsorily work safely at all times on duty and the same is to be ensured by the Bidder/Contractor and follow all safety instructions written, verbal or implied. Company would have no liability for any loss or untoward incident arising out of such negligence and for such act the Contractor would be solely responsible to meet all fall-outs including legal and financial ones, if any.
11. **Conduct & Discipline:**
- (a) All the personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
  - (b) Every personnel shall behave well with the employees of Balmer Lawrie & Co Ltd., its clients, visitors and also with their own team members.
  - (c) During the course of duty if any personnel is found sick, he shall be immediately withdrawn from duty.
  - (d) The personnel engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The personnel shall not indulge in any acts of indiscipline, in-subordination or rowdism. While being on duty, if the Contractor’s personnel sustain any injury, the responsibility for providing treatment or payment of compensation in terms of statutory provisions, as the case may be, shall lie on the Contractor only.
  - (e) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.
  - (f) The Contractor shall not employ persons below the age of 18 years upto maximum 58 years and shall meet all statutory requirements as prescribed from time to time under various laws relating employment of labour. The Contractor’s employees are to be supervised by the Contractor’s Supervisor only.

## 12. 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 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 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 shall in consultation with the Officer-in-Charge, jointly prepare every evening the 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.
- 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.
- 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.

## 13. 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.

## 14. 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 workmen engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The workmen 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 workmen 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.

15. **Quality Assurance:**

The Contractor shall ensure quality in the execution on the job awarded, as per recognized standards or Company laid down standards. Company's representative shall have the right to inspect the quality of job executed at any point of time during the course of execution, 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 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.

16. **Facilities:**

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

17. **Payment Terms**

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

- a) Monthly bills along with Attendance Register (Form B,C,D under CLRA Act) duly certified by contractor supervisor & bill authorised by BL Officer-In-Charge.
- b) Wages register & proof of payment of Statutory dues of previous month,
- c) Proof of wage payment of the previous month into individual bank account.
- d) PF, ESI/Employee Compensation insurance premium receipt and Labour Welfare Fund deposit (as applicable) to be provided for release of payment.

Due to any reason if the contractor fails to make payment of Statutory dues within the time limit, no additional payment by way of interest/penalty will be paid to him.

After verification of all the above documents towards satisfactory compliance of the statutory payments, **the Company will release the payment on 25th day of the following month** for which bills have been submitted after deduction of retention money if any. Income Tax, as applicable, would be deducted from the each bill of the Contractor towards tax deducted at source for which necessary TDS certificate will be issued.

- Contractor has to provide the personnel every month along with their pay slips, PF/ESI/Welfare Fund/ Professional Tax(if any) amount deposits, proof in respect of individuals duly deposited before the authorities.

- Previous month's PF (& ESI when applicable) challans with employee contribution details & TRRN details or ECR showing remittance to accounts of those deployed & eligible to be submitted with bills. All those eligible employees deployed to be covered under PF (& ESI when applicable).
- All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.
- The Contractor shall be required to provide a bank mandate in order to receive payments through electronic mode which is faster and hassle free. The contractor shall be solely liable for all payment/dues of the Workers employed and deployed by it.
- The contractor shall fully indemnify Balmer Lawrie & Co Ltd against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in premises/facility.
- The Contractor shall ensure submission of monthly returns regarding payment of Provident Fund, Employees' State Insurances/Workman Compensation, Labour Welfare Fund etc and furnish proof of such contribution to BL along with payment particulars.
- 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.
- BL shall be at liberty to check / verify monthly pay sheets / records of the contractor to ensure that contractor is paying as per applicable Minimum Wages and all statutory obligations are complied with.

**Note:** For 1<sup>st</sup> month, the payment shall be released within 10 days of submission of invoice duly certified by BL authorized representative.

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.

**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.

#### **18. Indemnity:**

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

Seal & Signature of Tenderer

Page 12 of 67

of the Contractor. **Indemnity Bond as per Annexure- V(c) to be given by the successful bidder at the time of awarding of contract.**

19. **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.

20. **Termination:**

- (a) The contract can be terminated by giving three months' notice by either party in writing.
- (b) BL may terminate immediately the contract of any part thereof by a written notice to the bidder if -
- (i) The bidder fails to comply with any terms and conditions of the Contract
  - (ii) Deterioration in the quality of service and complaints of which the Company will be the sole judge.
  - (iii) The bidder informs BL of its inability to deliver the item / service or any part thereof within the stipulated Delivery / Contract period or such inability otherwise becomes apparent.
  - (iv) The bidders become bankrupt or goes into liquidation
  - (v) The bidder has misrepresented to BL acting on which misrepresentation, BL has placed the Purchase Order on the bidder
  - (vi) Non compliances of statutory requirements.

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply / service as per the Purchase Order and vacate the company premises.

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

21. **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.

22. **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.

23. **Holiday & Annual Leave:** The contractor has to allow his personnel paid holidays annually and three (3) national holidays (26th January, 15th August and 2nd October) in consultation with the Officer-In-Charge. Encashment of Annual Leave with wages shall be disbursed at least annually before Diwali/ local customary practices and before the end of the contract. Related documents/records to be submitted to Balmer Lawrie.

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

25. 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.

26. 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.

27. The Contractor shall arrange to issue identity cards, Employment Card and appointment letter to its employees/workmen at their cost latest by **30 days of issuance of Work Order** or **15 days of the beginning of the contract** whichever is earlier & a received copy of the same must be submitted to the location HR resource along with the bill for first month, without the same the first bill of the contractor shall not be processed.
28. The Appointment letter issued by the contractor to its employees should be for a fixed period & the said fixed period shall be the duration of this contract with the end date specifically mentioned in the Appointment letter.
29. 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.

#### **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 Screen Printing Job on 210 L MS 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**

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**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Regional Administrative Head, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement

**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

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 of 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 mutually by the Parties and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract. ***In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018***

### **13. CONTRACT LABOUR REGULATIONS**

1. If applicable, The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
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) As per the applicable Minimum Wages Act, the basic wages are subject to revision from time to time within the contract period. The contractor has to pay the Minimum Wages as revised from time to time.

- c) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

**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.

**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 or before the close of the contract. Relevant registers, returns and evidence of disbursement to be submitted on time and shared with Balmer Lawrie.

**17. GRATUITY**

Gratuity payment, if applicable for the contractor's employee, the payment for the same shall be made by the contractor.

**18. 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.

**19. 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.

**20. EMPLOYEES PROVIDENT FUND**

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 ensure correct recording of data pertaining to his workers in EPF/ESIC and also ensure KYC verification of the contractor workers. Further, the contractor shall maintain register /

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

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

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

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

a) It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.

b) On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.

c) Payment of terminal dues applicable, if any, shall be to the account of the Contractor and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the contract.

d) It will be the Contractor's responsibility to ensure that the personnel engaged by him peacefully and orderly vacate the Company's premises, without any claim or demand on the Company.

## **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**

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

**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. Penalty Due to Non-performance**

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

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

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

Annexure-II

E.

**SCOPE OF SERVICE & VENDOR OBLIGATIONS**

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

SCREEN PRINTING -SILVASSA 2019-20		Estimated Qty.	No.of Impressions	
Sr. No.	Customer Type		Body	Top
Category 1 -Customer Type				
1	TYPE OF CUSTOMER -A	308833	2	1
2	TYPE OF CUSTOMER -B	146990	4	1
3	TYPE OF CUSTOMER -C	33613	3	1
4	TYPE OF CUSTOMER -D	4873	5	0
5	TYPE OF CUSTOMER -E	9603	1	1
6	TYPE OF CUSTOMER -F	1343	8	2

Category 2 - Misc.

1	ISI/BL	1357278	1	0
2	IMPRESSION ON BODY-1	148023	1	0
3	IMPRESSION ON BODY-2	173091	2	0
4	IMPRESSION ON BODY-3	39600	3	0
5	IMPRESSION ON BODY-4	19800	4	0
6	IMPRESSION ON BODY-5	13555	5	0
7	IMPRESSION ON BODY-6	9900	6	0
8	IMPRESSION ON BODY-7	3626	7	0
9	IMPRESSION ON BODY-8	1980	8	0
10	IMPRESSION ON TOP-1	163350	0	1
11	IMPRESSION ON TOP-2	27193	0	2
12	IMPRESSION ON TOP-3	9900	0	3
13	UN MARKING	346500	1	0
14	EPOXY COATED	385047	0	1

**The rates should be quoted inclusive of cost of material such as Kerosene, Screens, Ink, Artwork, and labour charges. However, cotton waste will be provided by the Company.**

The make for the ink will be Huber, Fujifilm or equivalent.

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

- De-stacking / stacking of Barrels (Max. 3 High) before and after Screen Printing Job.
- Correction of Wrong/ mis-printed Barrels in BL-Plant or at customer premises.
- Co-ordination with BL's Sales Desk

Seal & Signature of Tenderer



- Adequate manpower needs to be provided by successful bidder for smooth operation at plant as per the requirement

**Note –**

- The estimated quantity mentioned above may vary by +/-10%
- Prospective bidders may contact Plant Head (Shri P.N. Angira) for further details regarding scope of work and ground level reality/working condition

**Working Timings: -**

Normally the plants operate in two shifts (First Shift – 8.30 AM to 5.30 PM & Second Shift – 5.00 to 1.30 AM) and occasionally in third shift also.

[Working time may be staggered as & when required]. Normally the production in the month of April to July is doubled compared to other months, and contractor need to provide adequate manforce to meets this demand.

**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 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.
12. 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.
13. 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.
14. 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.
15. 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
16. 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
17. 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.
18. 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

19. 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.
20. The contractor shall ensure that full strength of personnel is maintained at all time until and unless instructed by Balmer Lawrie authorized representative.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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
26. 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.
27. 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.
28. 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.

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].

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

**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	

H.

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 : \_\_\_\_\_

I.

**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 on

Seal & Signature of Tenderer

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 \_\_\_\_\_



J.

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)

Seal & Signature of Tenderer

K.

Annexure-V(d)

**AFFIDAVIT CUM DECLARATION**

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

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

Solemnly affirmed at \_\_\_\_\_ on \_\_\_\_\_ this day of \_\_\_\_\_, 2019

.....  
( Deponent )

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

L.

Annexure-V(e)

**INDEMNITY BOND**

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

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

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

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

Place:.....

Date :

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

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

Witness:

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

2.....  
Signature with Name,  
Designation & Address

Seal & Signature of Tenderer

M.

ANNEXURE VI

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

Price bid format for Contract for Screen Printing Job on 210 L MS Barrels at IP Silvassa.

Sr. No.	Description	Estimated Qty. (BRLS)	Unit R (Rs.)	Value (Rs)	GST (%)
	<b>Category 1 -Customer Type</b>				
1	TYPE OF CUSTOMER A, Body 2 impression, Top 1 impression	308833			
2	TYPE OF CUSTOMER B, Body 4 impression, Top 1 impression	146990			
3	TYPE OF CUSTOMER C, Body 3 impression, Top 1 impression	33613			
4	TYPE OF CUSTOMER D, Body 5 impression, Top 0 impression	4873			
5	TYPE OF CUSTOMER E, Body 1 impression, Top 1 impression	9603			
6	TYPE OF CUSTOMER F, Body 8 impression, Top 2 impression	1343			

Sr. No.	Description	Estimated Qty. (BRLS)	Unit R (Rs.)	Value (Rs)	GST (%)
	<b>Category 2 -Customer Type</b>				
1	ISI / BL LOGO 1 Impression	1357278			
2	IMPRESSION ON BODY 1 Impression	148023			
3	IMPRESSION ON BODY 2 Impression	173091			
4	IMPRESSION ON BODY 3 Impression	39600			
5	IMPRESSION ON BODY 4 Impression	19800			
6	IMPRESSION ON BODY 5 Impression	13555			
7	IMPRESSION ON BODY 6 Impression	9900			
8	IMPRESSION ON BODY 7 Impression	3626			
9	IMPRESSION ON BODY 8 Impression	1980			
10	IMPRESSION ON TOP 1 Impression	163350			
11	IMPRESSION ON TOP 2 Impression	27193			
12	IMPRESSION ON TOP 3 Impression	9900			
13	U N MARKING 1 Impression	346500			
14	EPOXY COATED 1 Impression	385047			

**NOTE:**

1. The lowest rate would be arrived considering the lowest Cumulative Grand Total of all mentioned jobs in Category 1+2 as a single lot.

- 1) Sl. No. C shall be paid as per the actual quantity on monthly basis during four months as mentioned in the price bid.
- 2) **For MSE Bidder** – As this is a non-divisible tender, an MSE quoting in the price band L1 +15 % (if multiple bidders are there in this bracket then preference will be given to lowest bidder and so on) may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned.
- 3) **100% order will be placed on the lowest [L1] quoted bidder on cumulative L1 basis.**
- 4) Above mentioned quantities are tentative with a variance of +/-20%.
- 5) **Interchange of order quantity among above category of work within the awarded estimated order value** of the contract shall be made by company if required.

The estimated figures given above are only indicative and do not carry any commitment. The actual running would depend upon the quantum of business and hence the Company will not entertain any liability, whatsoever, in case of wide fluctuations

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

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

N.

ANNEXURE - VII

**ADDRESS OF BALMER LAWRIE PLANT**

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

O.

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 “Screen Printing Job on 210 L MS Barrels at IP 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 all respects, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

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

Yours faithfully,

Dated:



P.

**ANNEXURE - IX**

**BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCBO984E
4	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. <b>NEFT/RTGS IFSC</b> Code	<b>SCBL0036046</b>
	H. 9-digit MICR code appearing on the cheque book	400036002
	I. <b>SWIFT CODE</b>	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	Vendor's e mail id	

**CONDITIONS FOR ONLINE BID SUBMISSION**

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

**Minimum System Requirements:**

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

**Operating System:**

- Windows 7,8,10

**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

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

**Procedure for Bid Submission**

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

**Registration with e-Procurement platform:**

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

Contact Nos. and email IDs for C1 India helpdesk officers

1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday)  
[ritu.patil@c1india.com](mailto:ritu.patil@c1india.com)

2. Mr. Tirtha Das , Mob: 9163254290 , email id [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com) (Kolkata/ Monday – Friday)

3. Mr. CH Mani Shankar 6374241783 email: [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com) (Chennai/ Monday-Saturday)

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

Or

**Balmer Lawrie's officials.**

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

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

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

2. Shri PN Angira (8511149833)

e.mail: [angira.pn@balmerlawrie.com](mailto:angira.pn@balmerlawrie.com)

3. Shri Jitendra Rohit

Mob: 9428177948

**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.

R.

Annexure – XI

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

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

**The supplier declares herewith:**

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

S.

**Annexure – XII**

**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)

T.

**Annexure –XIII**

**Terms and Conditions for making Online-Payments towards**

Seal & Signature of Tenderer

Page 45 of 67

**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/offerings.

**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](mailto: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.

**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	<a href="mailto:aggarwal.p@balmerlawrie.com">aggarwal.p@balmerlawrie.com</a>
2	Kolkata	Mr. Manish Himmatsinghka	9830714142	<a href="mailto:himmatsinghka.m@balmerlawrie.com">himmatsinghka.m@balmerlawrie.com</a>
3	Chennai	Mr. Manoj Karmakar	8124056521	<a href="mailto:karmakar.mk@balmerlawrie.com">karmakar.mk@balmerlawrie.com</a>
4	Chittoor	Mr. Pravin K Singh	9883325136	<a href="mailto:singh.pk@balmerlawrie.com">singh.pk@balmerlawrie.com</a>
5	Asaoti	Mr. D P Sharma	9717695849	<a href="mailto:sharma.dp@balmerlawrie.com">sharma.dp@balmerlawrie.com</a>
6	Taloja	Ms. Rekha	9867420162	<a href="mailto:rekha.rr@balmerlawrie.com">rekha.rr@balmerlawrie.com</a>
7	Vadodara	Mr. Vishal Gokharan	9819520229	<a href="mailto:vishal.g@balmerlawrie.com">vishal.g@balmerlawrie.com</a>

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

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

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

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Date : \_\_\_\_\_

**W.**

**ANNEXURE – XVI**

Seal & Signature of Tenderer

Page 52 of 67

### **Integrity Pact**

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

\_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **Annual contract for Screen Printing Job on 210 L MS Barrels at IP Silvassa.**

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section2- Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other

actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure - XVI (A)**

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - XVI (B).**

### **Section 4: Compensation for Damages**

- If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8: Independent External Monitor/Monitors**

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the

last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

**Note : (The periods may be extended to suit the individual unit's requirements)**

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

**Section 10 - Other provisions**

- a. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

(For & on behalf of the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Annexure: XVI (A)



**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL Units shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
  - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

## Balmer Lawrie Policy on Black Listing

### Introduction

In the endeavour to maintain and foster ethical and corruption free business environment, the Supply Chain/Purchase/Contract & Procurement Procedure is being streamlined to include provision for banning or putting on holiday list vendor/supplier/contractor/consultant indulging in Corrupt, Fraudulent, Coercive and Collusive practices including laxity in services. In view of the complexity of the issue, it has become necessary to develop a comprehensive Policy encompassing the views of all stakeholders, our experience of Supply chain/ Purchase/ Project Execution / Services.

In the course of contracting, one has to deal with various vendors / suppliers / contractors /consultants who are expected to adopt and maintain highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken by them. Any aberration, deviation and violation from the expected standards of supplies/services/ behaviour of the contracting agencies need to be dealt with appropriately so that it becomes a deterrent for all.

This policy is aimed at blacklisting the errant vendors and service providers by following laid down procedure.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given here in under is to be used for all Supply Chain/ Contracts/Services and Purchases functions across Balmer Lawrie & Co. Ltd.

Balmer Lawrie Purchase Manual provides for evaluation of performance of Vendors/ Suppliers /Contractors/ Consultants. Further, Fraud Prevention Policy of Balmer Lawrie also covers vendors, suppliers, contractors, service providers, consultants or any other external agency/person having business relationship and/or associated with the company in any manner, as well as their representatives.

This Policy contains provision for putting a Vendor/Supplier/ Contractor/Consultant on Suspension and/or on banning list if such agency indulged in corrupt/fraudulent/ collusive/coercive practice or failed to render services as per acceptable standards.

### A. Definitions

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

Contd../2..

- "Corrupt Practice" also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.
- A.3 "Collusive Practice amongst bidders[prior to or after bid submission]" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improper actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.
- A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/functions under respective Directors.
- A.8 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ ies and shall be the "Director" concerned.
- A.9 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common.
  - (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
  - (c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.
- A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

**B. Actions against bidder(s) indulging in corrupt / fraudulent / collusive / coercive practice**

B.1 The Competent Authority for Banning of any agency is the Director (In-Charge) of the SBU/Function.

**B.2 Irregularities noticed during the evaluation of the bids:**

If it is observed during bidding process/bids evaluation stage that a bidder has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Balmer Lawrie & Co. Ltd. For a period specified in para B2.2 below from the date of issue of banning order.

A Vendor can also be banned for future business if he fails to supply products/services as per standards as prescribed in the tender or to the satisfaction of the company and its representative (s).

**B.2 Irregularities noticed after award of contract**

**B.2.1 (i) During execution of contract:**

If an agency, is found to have indulged in corrupt / fraudulent/ collusive /coercive practices, during execution of contract, the agency shall be banned from entering into any for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

The concerned order (s) / contract(s) where corrupt / fraudulent/collusive / coercive practices or failure to provide standard products/services is observed, shall be suspended with immediate effect by SBU / Function Head whereby the supply/ work/ service and payment etc. will be suspended. Action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s) / contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s) / contract (s) shall also be encashed. The amount that may have become due to the contractor on account of work already executed by him satisfactorily shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. Any amount due on account of supply of poor quality of products/services shall not be payable. In case of poor quality of supplies then no amount is payable to the vendor. In case the Company get the supply of same goods from another party for the higher cost for meeting quality requirements such cost also will be recovered from the errant supplier / vendor.



- (ii) After execution of contract and during Defect liability period (DLP) / Warranty / Guarantee period :

If an agency / vendor / service provider is found to have indulged in corrupt / fraudulent / collusive / coercive practices, or supply of poor quality of goods / products / services, after execution of contract and during DLP/ Warranty / Guarantee Period, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be encashed.

- (iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt /fraudulent/ collusive/coercive practices or supply of poor quality products /services after expiry of Defect liability period {DLP}/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order

#### B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and ordinarily the period for which agency is banned should not be less than 6 months and should not exceed 3 years. However, in extraordinary circumstances, the period can be more than 3 years depending on the gravity of violations.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

#### B.2.3 Exceptional Cases:

- B.2.3.1 However as an exception, the ongoing order (s) / contract (s) where corrupt / fraudulent / collusive / coercive practice has been observed, or there has been a failure to adhere to the standards, the agency may be allowed to complete the supply / job in case of following situations :

- a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and;
- b) The supply / job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

However, the discretion for the same rests solely with the company / its representative (s) and the vendor / contractor / supplier shall not have any right to demand the same.

- B.2.3.2 The approval for allowing the agency to complete the supply / job is to be obtained from Director concerned based on the detailed deliberation / recommendation of the committee consisting of Head of SCM / Purchase, A&F, SBU / Function Head of the SBU. Such recommendation shall be put up to Director concerned through Corporate A & F Department and Corporate Legal department with their comments.

Further, all such cases shall also be put up to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply / job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/contract.

- B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG) of such agency against the order(s)/contract(s) where agency is allowed to complete the supply/job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on banning list from the date of banning order.

Also, in the event the contract is terminated owing to poor quality of products/services the CPBG may be encashed by the company.

**C Effect of banning on other ongoing contracts/tenders**

- C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders
- C.2 However, if such an agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :
- C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated By SCM/Purchase Department of the SBU/Function when

- i. Complaint from the indenting users' department / employees against the unsatisfactory / inferior / substandard service / product given by the Service Provider / Contractor / Vendor.
- ii. Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- iii. Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- iv. Non-performance of Vendor / Supplier / Service provider / Contractor / Consultant leading to termination of Contract / Order
- v. The vendors / bidders / suppliers quoting wrong and misleading information while quoting for a Tender and the same is found out by the Tender Committee while preparing the TCR can also suspend such agency/bidder under these rules.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by two months at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

In the cases of supply of poor quality products / rendering poor services, a recommendation for suspension can be ordered by a committee comprising Indenting department head, Purchase / SCM head & SBU / Function Head.

D.2.2 The suspension order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU Heads by CSM/Purchase Department of the SBU/Function. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated in writing to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) The agency is put on suspension list and (ii) Why action should not be taken for banning the agency for future business from Balmer Lawrie.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. D.1.

D.3 **Effect of Suspension of business:**

Effect of suspension on other on-going / future tenders will be as under:

D.3.1 No enquiry / bid / tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 After issue of the enquiry / bid / tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud / mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract {s}/order{s}under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and(ii) bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of NIT.

E Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice



- (i) If Project Manager/Project In-Charge / HOD / Dealing Purchase Officer/SCM Executive or any other authority of Balmer Lawrie, receive/acquire conclusive evidence of any corrupt/ fraudulent/collusive/coercive practice/ activity, the concerned should immediately initiate action for putting Agency/vendor/supplier/service provider on banning list as per extant procedure.
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of SCM, A&F and Head of SBU will examine the case in detail.
- (iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the concerned Director through Corporate A&F Department & Corporate Legal along with a draft Show Cause notice providing a final opportunity to the alleged defaulter to defend his case.

The show cause notice should contain all the allegations towards the breach committed by Agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with Show Cause notice.

If the Agency desires for personal hearing, the same can also be given.

However, the above provision for personal hearing shall not be made a part of Show Cause notice

- (iv) After obtaining approval from the concerned Director, SCM/Purchase Department of the SBU will issue the Show Cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the Show Cause notice if the agency seeks any additional document{applicable only once}, the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted. However, the agency cannot and shall not be allowed to seek documents repeatedly and seek extension of time on this ground to respond.

- (v) On receipt of reply in response to Show Cause notice, SCM/ Purchase Department will prepare a proposal covering point wise reply to issues brought out by the agency in their reply to Show Cause notice and forward their final recommendation for keeping the agency on Banning list or otherwise through SBU Head for obtaining the approval of the Director concerned after legal vetting through Corporate Legal department.

In case the committee recommends for putting the agency on banning list, the draft Speaking Order to be issued to the agency with reasons for putting on banning list will also be submitted along with their recommendation.

In case Corporate Legal department make any contrary observation, the file may be referred back to , SCM/ Purchase Department for further deliberations and recommendation on the observation made by the Corporate Legal Department and further submission to Competent Authority.

While according the approval, reasons are to be recorded by the Competent Authority. These reasons shall also be put up by the committee along with their recommendations. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

(vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.

(vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.

(viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.

(ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.

(x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases i.e. The vendor / contractor is not entitled for any compensation on account of costs already incurred etc., by him.

- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates / allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.
- (xiii) In case of contract (s)consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/ coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract (s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para B2.3 hereinabove, the agency may continue after approval from competent authority as mentioned therein.
- In case of fraudulent /corrupt /collusive/coercive practice by any member or leader itself, consortium including errant member &leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV.
- (xiv) In case any Project Management Consultant (PMC) detects the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e future business dealings
- F. **Appeal against the Decision of the Competent Authority**
- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F.3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
- H. The above procedures supersede all earlier circular/clarification on the subject.
- I. This Policy on black Listing in case Corrupt / Fraudulent / Collusive / Coercive Practice /rendering poor quality products / services (Except Introduction, Sub-para B.2.3,E,H and I) shall be made a part of tender document.