

BALMER LAWRIE & CO. LTD.
SBU: GREASES & LUBRICANTS
Survey No. 201/1, SILVASSA - 396230

e-TENDER ENQUIRY

TENDER ENQUIRY NO : GLS/TE20/039
DUE DATE -: 07/12/2020 till 6.00 PM
M/s _____

Dated 27/11/2020

Dear Sir/Ma'am,

Sub- Tea pantry contract at Balmer Lawrie & Co. Ltd. - G&L, Silvassa Unit

Online and/or Sealed offers [Two Part Bids] are invited from potential vendors for the Tea Pantry Services required at Balmer Lawrie & Co. Ltd, Greases and Lubricants Divn. At Silvassa for supply of Tea & Coffee & similar catering services at our factory office for one year.

Through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>
The tender document can be downloaded from www.balmerlawrie.com

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

<p>Balmer Lawrie & Co. Ltd. Mr Shobhit Srivastava 201/1, Sayli, Silvassa -396230 Email : srivastava.sk@balmerlawrie.com Contact No. 9099084731 [Ext-12]</p>	<p>C1 India Pvt. Ltd. 603, Coral Classic, 20th Road, Near Ambedkar Park, Chembur Mumbai- 400 071</p> <p>1. Ms. Ujwala Shimpi (Mumbai) Tel No 022-66865608 Email - ujwala.shimpi@c1india.com (Mon to Sat) 2. Mr. Tirtha Das, Mob- 09163254290 Email - tirtha.das@c1india.com (Monday to Friday) 3. Mr. C H. Mani Sankar(Chennai), Mob: +91-6374241783 Email- chikkavarapu.manisankar@c1india.com Help Desk Support (Kolkata)-+91-80172726444. Helpdesk Support (Kolkata), +91-8017272644 Email: blsupport@c1india.com (Mon - Sat) Escalation Level: Mr. Tuhin Ghosh, Mob.08981165071 Email - tuhin.ghosh@c1india.com</p>
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Declaration for GeM "The tendered item(s)/service(s)/scope(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM."

Instructions for bidders

1. Online **Two Bid e-tender** offers are invited from registered vendors who meet the criteria for providing “TEA & PANTRY SERVICES 201/1, Sayli, Silvassa as detailed in Scope of work contained in Annexure II of this tender. Sealed Offers would also be considered.
2. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of supporting documents/Unprice Bid can be submitted only after the online bid submission.
3. The bidders are requested to bid online or send sealed bids 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/services.

The successful bidder will be the Supplier.

This document is the Tender.

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

4. **EMD:** [[As per details given below] and Offer without EMD would not be accepted from Non-MSME vendors. Please refer below for more details. Tenderers /Bidders are required to pay **an EMD amount of Rs 10,000 by way of Demand Draft / A/C Payee pay order/ Bank Guarantee / NEFT/RTGS/IMPS/ Online Transfer. Proof of the same has to be submitted along with the unpriced bid. The Demand Draft should be drawn in favor of “Balmer Lawrie & Co. Ltd” payable at Silvassa for EMD. EMD in the form of Bank Guarantee as per the company’s specified format may also be submitted. EMD/Security Deposit can also be paid directly to our HDFC Bank Limited (Account No. 0074011000057 NEFT Code - IFSC “HDFC000074”) through electronic transfer and proof of transfer of funds should be deposited with us. EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. EMD of successful tender may be Bidder has to submit Rs 5000/- in the form of Demand Draft in favour of Balmer Lawrie & Co. Ltd payable at Silvassa. MSME/SSI registered company/unit has to submit the proof of registration to get the waiver of EMD.**

EMD of non-successful bidder would be returned after finalization of tender. EMD of successful bidder would be retained as security deposit till the execution of contract. Each page of the offer (enclosures) has to be acknowledged by the bidder with their acceptance (signature company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection.

1.2 Provisions for Micro and Small Enterprises (MSE):

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

- a. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

Qualification Criterion for MSE’s for availing the above benefits:

- b. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry’s circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed

Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.

- c. The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- d. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

Bidder should read **Government Notification dated 1st, June'2020 in respect of "New Definition of MSE" as under** before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES
NOTIFICATION

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

Price bid over email/fax are not acceptable & bidder has to quote the price on our e-proc portal only.

Basis of Selection

The selection of L1 bidder will be done on the basis of the Lowest Total Bid Value for entire contract basis. The price bid of technically qualified bidder/s would be opened and considered for final evaluation.

Preference to Make In India Policy – Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India.

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

"Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class – I local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – II local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

Vendor should note that only “Class I Local Supplier” are eligible to bid in this tender.

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

Verification of local content

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

Sl No	Item(s) Description	Percentage of local content in your product(s)/service

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 6.3

The Tender document consists of:

SN	Contents	Annexure
1	Scope of Service	I
2	Special Terms and Conditions	II
3	General Terms and Conditions	III
4	Vendors Obligation	IV
5	Details of Vendor	V
6	GST Compliances	VI
7	Additional details of Vendor	VII
8	Format of Bank Guarantee	VIII
9	HR clause	IX
10	CPPP Declaration	X
11	Code of Conduct for BL Suppliers	XI
12	Conditions for Online Bid Submission	XII
13	Declaration of past 5 years service	XIII

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

6.1 Late Bids

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

6.2 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 Prequalification Bid.

6.3 Bid Rejection Criteria

A bid may be rejected if

- i. The bidder fails to submit the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. The bidder does not meet the pre-qualification/technical criteria and/or non-submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- vi. Bidder do not submit their price against each of the 'Description of work' as mentioned in Annexure XIII.
- vii. Contractors, Vendors or their owners/proprietors who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.
- viii. Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender.

6.4 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*)

Pre-Qualification Criteria

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

SN	Description	Documents to be provided
1	Bidder must have registered office in union territory of Dadra and Nagar Haveli or Valsad District of Gujarat or in 50 KM Radius of Silvassa	Proof of ownership or rental/lease agreement
2	Should have executed / executing similar job of value not less than Rs 5.00 lakhs per annum in any of the immediate past three financial year in Silvassa or within a radius of 50 Km from Silvassa.	Documentary evidence / Copy of Purchase Order
3	Should not be blacklisted by any PSU / Govt. Dept/ Govt. Agencies	Self-Declaration duly signed by Authorized Signatory
4	Registration Code No. - Provident Fund(If applicable)	Self-certified copy
5	Contract Labour License (If applicable)	Self-certified copy
6	FSSAI License	Self-certified copy
7	Company's Income Tax PAN Number	Self-certified copy
8	GST Registration Number	Self-certified copy
9	Bidder should not be Employee of Balmer Lawrie or his / her Family members / relative	Self-Declaration
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 (Annexure-F) to be submitted
11	Retired Employees cannot participate within two years of his / her retirement	Self-Declaration
12	Unresolved issues, disputes, complaints, legal or court cases pending as on date	Self-Declaration
13	Relevant Experience declaration for feedback	Annexure-XIII

1. All bidders must submit a declaration in Annexure-XIII stating the names & other details of the organization where they have provided such service in the previous 5 years. HR/Admin resource along with SCM/A&F resource of the unit/location shall collect feedback from any two such organisation on the performance of the bidder and will submit the same to the tender committee. The tender committee shall allot marks in a scale of 1-10 on the basis of the feedback received on the quality of past service. Based on the feedback the marking to be done by the TC shall be as follows:

Feedback	Marks
Excellent	9 & above
Very Good	8
Good	7
Satisfactory	6
Not Satisfactory	5

2. In case, the vendor has worked in any units of BL or its JV/ subsidiary, the feedback from those units shall be mandatorily considered. Any bidder with average marks of less than 8 marks will not qualify the pre-qualification criteria & shall not be considered for opening price bid subject to approval of TC recommendation by the approving authority.

NOTE

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

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

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. The Company calling for tenders should not be responsible for any claims/problems arising out of this.

SCOPE OF SERVICES**A) Scope of the work-**

1. Provide tea, coffee to the employees, guests - 4 times in a day during the office time -09:00 am to 6:00 pm. However during meetings the timings may extend by 2-3 hours.
2. Serve the biscuits and other snacks to the employees/guests as and when required. Biscuits/ snacks will be provided by the company.
3. Serving Meals (Veg & Non-Veg) at designated area

Company will provide a designated area for tea/ meal .

The bidders are requested to quote the rate in 'Price Bid' given in Annexure- XIII.

Terms & conditions:

- The bidder will be required to submit an undertaking that all employees proposed to be engaged do not have any criminal case or police complaint against them anywhere in India.
- BL reserves the right of interacting with the staff and asking for replacement of such staff if they are found unsuitable. New persons should be suitably briefed to handle the operations.
- **UNIFORM:** The successful bidder shall supply **minimum 2 sets of uniform** to his staff within 30 days of issue of PO and ensure that they are in their full uniform while on duty. None of the staff should be visible in vests / shorts or improper clothing or without shoes at any time.

The cost for the above is to be borne by the successful bidder.

SPECIAL TERMS AND CONDITIONS

1. Bidder should quote in line with the details in Price Bid
2. **Period of Contract** - The contract will be for a period of one year from 01.01.2021 to 31.12.2021. Based on performance, the contract may be mutually extended for further period of one year on same terms and conditions after expiry of initial Agreement.
3. The quoted price should be firm throughout the contract period. The contractor has to ensure that all compliances are complied all their employees during the tender period.
4. **Tender Evaluation:** The tender would be finalized on the basis of lowest (L1) Grand total value for 12 months as quoted by the bidders in Annexure XIII who is meeting the pre-qualification criteria.
5. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.

GENERAL TERMS & CONDITIONS

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. The successful bidder when issued the PO & executes the contract becomes the 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.

1. The Contractor should be able to provide the above mentioned services by deploying his personnel competent and experienced in carrying out tasks mentioned above.
2. The contractor will have to deploy personnel as per the requirement for the above tasks. A copy of Government photo identity proof of the personnel duly attested by the contractor should be submitted in the HR department.
3. The successful Bidder will have to pay Performance Bank Guarantee worth Rs. 25000/- either by way of Cheque/DD favouring Balmer Lawrie & Co.Ltd. , or submit a Performance Bank Guarantee of Rs.25, 000 as a Security in lieu of "Payment". The validity of PBG should be minimum 13 months. Performance Bank Guarantee (PBG): - PBG shall be furnished in specified format of Balmer Lawrie & Co. Ltd. and shall be valid for thirteen months from the date of successful start of contract. PBG can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC "HDFC0000074") through electronic transfer and proof of transfer of funds should be deposited with us
4. The contractor shall have to arrange for milk, tea, sugar, coffee & other consumables/ingredients for preparation as well as other equipment like gas cylinder, gas-stove & other equipment necessary for providing the service .
5. Cups, saucers, glasses, trays, thermos & other utensils and cleaning material which are required for the serving of tea, coffee & meals will be provided by the Contractor.
6. The contractor shall keep a minimum of one week stock of all raw materials like tea-powder, sugar, coffee etc. and milk shall be procured fresh every day. The contractor shall also maintain adequate stock of condensed milk powder to meet any emergency after 06:00 pm, if required.
7. Proper washing/ cleaning & hygienic condition of all equipment, utensils & allotted space is to be ensured at all times . HR department representative can inspect & if found non-compliant fine of Rs.100 for each such instance may be deducted from the bill after giving the contractor an opportunity to explain.
8. The contractor will use the space provided to him only for the purpose for which it has been provided for and will not cater any item which is not mentioned in the terms above. The place will be kept clean & hygienic.
9. The contractor shall be personally responsible for the conduct and behaviour of his staff. Any loss or damage to company's movable or immovable property shall be made good to the company by the contractor.
10. The successful contractor must visit the plant at least once every month.

The contractor shall use liquefied petroleum gas for cooking purpose and the necessary equipment needs to be brought by the contractor himself. The use of any other fuel shall not be allowed unless permitted by the company during unusual circumstances for a specified period.

11. Performance Bank Guarantee is liable for forfeiture if -

- a) Withdrawal of offer during validity period
- b) Unsatisfactory services i.e failed to fulfil the results as per the requirement of the Company during the validity of the contract.
- c) The Contractor damages or loses records /documents of the Company and/or fails in statutory compliances.
- d) The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- e) The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- f) The license of the Contractor is withdrawn / cancelled by any statutory / legal authorities during the validity of the contract.
- g) Contractor violates the tender condition.
- h) Failure to comply statutory dues within due dates as per the statute and/or non-submission of statutory dues to the respective statutory authorities.

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

12. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** (excluding the due date) from the date of opening of the pre-qualification bid.

13. **Submission of Online Bids**

The Price Bid should not contain any information other than the price. The Price Bid should be filled as per the online Price Bid format provided.

14. **Acceptance of offers**

- 14.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 14.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 14.3 Balmer Lawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

- 14.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.
- 14.5 In the event of L1 being more than one bidder, the period of this tender may be equally divided among the L1 bidders or negotiate with all the L1 bidders at the discretion of BL to arrive at single L1 bidder.
- 15. Negotiations**
- 15.1 Balmer Lawrie reserves the right to negotiate with only L1 bidder. The bidder 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.
- 15.2 In case of negotiation, the Bidder should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Bidder fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.
- 15.3 Price Variation**
The price should be firm during the contract period and not subject to any change whatsoever even due to increase in cost of materials, till the validity of the contract period.
- 15.4 Notification of Award**
Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of Intent on the successful bidder(s).
- 16. Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent in writing. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.
17. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the staff of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated.
- 18. 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 of Competent Authority.
19. Delay in providing services: - The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause.
- 20. Payment Terms:-** The Company will release the payment on 25th day of the following month for which bills have been submitted after necessary deductions if any. Only one invoice per month will be accepted. Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

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.

Applicable 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.

21. **Risk Purchase:-** In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you and get the job done from any other source and the deduction on account of penalty as well as excess amount to be incurred by us would be recovered from the party's due payments or security amount held with us.
22. **Force Majeure Clause:-** If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Regional Administrative Head, Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.
32. **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 BL's website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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

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

Tools, Equipment & Machinery-

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

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use

of the tool or equipment

Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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

34. Antecedents Verification :

This would be done in line with the requirements of BL. The decision of BL representatives would be final in this case.

35. 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.

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 adjusted from Contractor's dues.

Overtime:

(a) Personnel working beyond normal working hours per shift due to exigencies will have to be paid Over Time as per statutory provision. The successful bidder must ensure that Overtime be done only in terms of the provisions of applicable statutes viz Factories Act 1948 & Rules & CLRA Act 1970.

(b) Normal Shift shall be of 8 hours only or as per applicable statutes.

(c) Overtime will be twice the rate of minimum wages on the actual hours worked in Overtime, or as per applicable statutes.

(d) In the event of stoppage of work due to any political or employees' agitations or for any other reasons, the personnel shall continue to do their duties and no extra charges will be paid by the Company towards any extra effort for this work.

Parallel Contract and Risk & Cost:

The Company reserve the right to award parallel Contract or award part of the work to other Agency (ies) in the event of failure of the Agency to perform the function of the Contract to the satisfaction of the BL officials and the same will be at the risk and cost of the Agency.

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.

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

I / We accept all your terms and conditions as stated above.

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

ANNEXURE - IV

VENDORS OBLIGATION

1. The Contractor's staff should be easily traceable within the Company's premises and shall have to strictly follow the Company's direction relating to cleanliness, wearing of uniform and personal protective equipment, etc.

2. If the Company is not satisfied with the service or conduct of any of the Contractor's staff for any reason whatsoever, the Contractor shall take appropriate action against such staff and provide alternate resources.

3. Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor.

I/We accept all your terms and conditions as stated above.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

DETAILS OF VENDOR

The following information to be furnished by the Contractor -

1. Name of the Contractor:

2. Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited Company:

3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)
 - a. Registered Office:

 - b. Branch Office (quoted against this tender) :

4. Year of Establishment
Date of Registration (With Photo Copies)
Registration No
Year of Commencement of Operations

5. Details of business activities including that of Sister Concerns, if any

6. No. of employees employed
 - ❖ Permanent
 - ❖ Temporary

GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details.
- [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 Vendor should have been regular in filing all GST related returns i.e. monthly / quarterly as applicable. To substantiate the same, a copy of the GST return that should have been filed as per applicable laws immediately preceding the date of submission of tender needs to be attached.
- [8] Where GST returns need to be filled on quarterly basis, the copy of the GST deposit challan for the previous month needs to be enclosed. In case no GST liability is payable on account of accumulated input credit, proof of the same needs to be submitted with proper computation substantiating the same.
- [9] A declaration to be submitted stating that there are no pending claims / demands / attachment notices receiving from any statutory body / banks etc. for defaults. In case any such notices were received during the previous five years, details of the same including status of the same need to be provided.
- [10] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor. Vendor should arrange to deposit GST charged on due date and upload the same on GST portal to ensure availability of credit to BL.
- [11] "The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor."

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ADDITIONAL DETAILS OF VENDOR

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

(To be provided by successful bidder only)

ANNEXURE- VIII

Performa of the Bank Guarantee (Security Deposit)

Balmer Lawrie & Co. Ltd.
201/1, Sayli,
Silvassa - 396230

Dear Sir,

That Messrs. /Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. ----- Dated ----- (hereinafter referred to as "the said Tender") for providing "Caretaking & Housekeeping Services for transit flats" at Mumbai / Navi Mumbai and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

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

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

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. _____.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, _____ (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or

by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. _____.00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

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

1. Employer – Employee relationship

There will be no Employer and Employee relationship between Balmer Lawrie & Co. Ltd. and the personnel so engaged by the Bidder/Contractor under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Bidder/Contractor to regulate any terms of employment with the engaged persons without any liability whatsoever to Balmer Lawrie & Co Ltd.

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

2. Adherence to Labour Laws:

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

- a) Contract Labour [Regulation & Abolition] Act, 1970
- b) Employees Provident Funds & Miscellaneous Provisions Act, 1952
- c) Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
- d) The Factories Act 1948 & Rules,
- e) Minimum Wages Act, 1948 & Rules
- f) Payment of Wages Act, 1936 & Rules
- g) Payment of Bonus Act, 1965 & Rules
- h) Payment of Gratuity Act, 1972 & Rules
- i) Equal Remuneration Act, 1976 & Rules
- j) The DNH Minimum Wages Rules,
- k) The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
- l) Professional tax(if applicable)
- m) The Code on Wages, 2019 & Rules 2020
- n) The DNH Labour Welfare Fund Act, 1953 (if applicable)

{ Any other state/local applicable legislations}

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

It shall be the responsibility of the bidder/contractor to ensure that all required Statutory Registers are countersigned by authorized person of Balmer Lawrie & Co. Ltd. on monthly basis and needs to be produced as and when required.

3. The successful bidder shall submit Indemnity Bond as per Annexure- A within 30 days of issuance of Work Order or within 15 days of start of Contract, whichever is earlier, failing which, the first month bill of the Contractor shall not be processed & the tender shall be liable for cancellation. Another Indemnity Bond (Annexure- B) & Certificate (Annexure-C) to be given by the outgoing contractor before his last month bill & final settlement is released by BLC.
4. In case the successful bidder is covered under Labour Laws (Exemption From Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988 & wishes to avail exemptions, then the successful bidder has to submit

Affidavit cum Declaration and Indemnity Bond as per Annexure D & E respectively.

5. The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of any work done under this contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules.
6. The Contractor shall be responsible for resolution of all the Local and Statutory Compliances/issues and will be solely responsible to solve and tackle all such issues at his cost.
7. The contractor shall be responsible for timely submission of all applicable statutory returns and provide proof thereof to BL exclusively for the Unit/business.
8. The successful contractor shall ensure that their employees deployed by them at our unit/office, being so entitled in that behalf, are covered under EPF and ESI/Employee Compensation in accordance with the provisions of the Provident Funds and Miscellaneous Provisions Act, 1952 ("the PF 1952 Act") and other relevant Acts in vogue, and shall deposit in the government treasury / bank, its matching contribution calculated based on the rates in force from time to time under the PF Act 1952 and Other relevant Acts, equivalent to the cumulative contribution of the deployed employees plus administrative charges as applicable, **failing which Balmer Lawrie & Co Ltd (BL) 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 BL to the contractor as per prevailing rules.** The amount so deducted shall be deposited by BLC with the provident fund or other authorities only on the basis of codes/password if shared by the contractor for online submission. BLC may further be entitled to deduct clerical charges at the rates of Rs.1,000.00 (one Thousand only) - on each such occasion from the bills of the successful contractor, which can be waived by SBU-Head.
9. The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure including statutory compliances to be incurred by the Contractor in engagement of personnel including supervision of the contract operation so as to 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. During the course of duty if any personnel is found sick, he shall be immediately withdrawn from duty & contractor shall take necessary medical action at his cost. The contractor shall arrange for medical insurance of Rs.50000/- per annum per deployed person in addition to Employee Compensation policy of Rs.50000/- per annum per deployed person. The policies must be acceptable to unit/location HR/Admin resource. The premium for both the policy shall be reimbursed by BLC on submission of satisfactory documents.

12. Conduct & Discipline:

- (a) All the personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- (b) Every personnel shall behave well with the employees of Balmer Lawrie & Co Ltd., its clients, visitors and also with their own team members.
- (c) 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.
- (d) 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.
- (e) The Contractor shall not employ persons below the age of 18 years & not above 58 years and shall meet all statutory requirements as prescribed from time to time under various laws relating employment of labour. The Contractor's employees are to be supervised by the Contractor's Supervisor only.

13. Payment

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

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

Due to any reason if the contractor fails to make payment of Statutory dues within the time limit, no additional payment by way of interest/penalty will be paid to him. After verification of all the above documents towards satisfactory compliance of the statutory payments, the Company will release the payment on 25th day of the following

month for which bills have been submitted after deduction of retention money if any. Income Tax, as applicable, would be deducted from the each bill of the Contractor towards tax deducted at source for which necessary TDS certificate will be issued.

- (a) Where ESIC Act is not applicable or where Contract workers are not covered under ESIC, the contractor shall bear all expenses related to any OPD treatment of Contractor workers arising out of their employment under the Contractor within the premises of Balmer Lawrie. The same shall be reimbursed by the company on submission of bills.
- (b) Contractor has to provide the personnel every month/year (as applicable) along with their pay slips, PF/ESI/Welfare Fund/ Professional Tax(if any) amount deposits, proof in respect of individuals duly deposited before the authorities.
- (c) Previous month's PF & ESI challans with employee contribution details & TRRN details or ECR showing remittance to accounts of those deployed & eligible to be submitted with bills. All those eligible employees deployed to be covered under PF & ESI/ Employee Compensation Act.
- (d) All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.
- (e) The Contractor shall be required to provide a bank mandate in order to receive payments through electronic mode which is faster and hassle free. The contractor shall be solely liable for all payment/dues of the Workers employed and deployed by it.
- (f) The contractor shall fully indemnify Balmer Lawrie & Co Ltd against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for non-compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in premises/facility.
- (g) The Contractor shall ensure submission of monthly returns regarding payment of Provident Fund, Employees' State Insurances, Labour Welfare Fund etc and furnish proof of such contribution to BLC along with payment particulars.
- (h) If the Contractor fails to comply and effect payment to the Statutory / Competent authorities – PF & ESI in respect of their employees deployed to work at BL, and/or fails to comply with the Statutory provisions /laws as applicable and/or fails to pay /implement Minimum wages as revised from time to time, then BL shall be at liberty to withhold payment of bill till the time necessary compliance is done. Furthermore, continuance of such non-compliance will entitle BL to terminate the contract without any loss or encumbrance on the part of BLC.
- (i) 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.

14. 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 of the Contractor. **Indemnity Bond (Annexure- A) to be given by the successful bidder at the time of awarding of contract.**

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

- (a) Company reserves the right to terminate the contract by giving three months' notice on the vendor and on other side vendor also may terminate the contract by serving three months' notice to BLC. However, the company reserves the right to terminate the contract forthwith in case of serious breach of contract and non compliance of any applicable statutory provisions or Tender conditions. The decision of the company will be binding.
- (b) Upon termination of the contract or on expiry of the period of the contract, the Contractor shall ensure prompt withdrawal of all their personnel/employees deployed by them from the Company's premises and shall ensure peaceful handover of the charge of the arrangements back to the Company or to such personnel/ organization as may be directed by the Company. Any violation of this will be considered as a breach of trust/agreement and in such an eventuality BL will be entitled to stop all payments to the contractor. The Company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the Contractor at the premises of the Company will be considered as trespass by the contractor.
- (c) The Contract will be terminated if the Contractor does not commence the work in the time and in the manner described in the Contract Documents or if the Officer-in-Charge notices/finds the occurrences of any one or more of the following events/contingencies :-
 - i. Failure to carry out the work in conformity with the Contract documents or to comply with any of the terms of the Contract.
 - ii. Failure to carry out the work in accordance with time schedule and/or fails to safeguard company's interest.
 - iii. Due to continuous indiscipline and improper supervision on the part of the Contractor.
 - iv. If the Registration/License by the appropriate authority is cancelled or withdrawn.
 - v. If the Contractor abandons the work.
 - vi. Distress execution of any other legal process being levied on or upon the Contractor's "goods" "persons" and assets.
 - vii. If the Contractor or any person employed by the Contractor, offers/accepts for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether in cash or kind) from/to any employee or agent of the Company.
 - viii. If, during the continuance of the contract, the Contractor becomes bankrupt, make any arrangement with his creditors or permit any execution to be levied or goes into liquidation whether compulsory or voluntary including voluntary liquidation for the purpose of amalgamation or reconstruction.

- ix. If the Company decides not to execute the work for any reason whatsoever, then in such case the Company shall have the right/power to terminate the Contract. No compensation shall be payable to the Contractor in the event of such termination.
- x. If the Contractor fails to comply with any obligation as mentioned hereinbefore.
- xi. If the Contractor fails to follow the rules and regulations under Contract Labour (R&A) Act. 1970, Employees Provident Funds and Miscellaneous Provision Act, 1952, Minimum Wages Act, 1948, ESI Act. The Code of Wages 2019 and other applicable legislations etc. their contract shall be terminated.
- xii. In the event of termination of the Contract for reason(s) aforesaid {except sub-clause (ix)}, the Company reserves the right to get the balance work executed through alternate source(s) at the risk and cost of the Contractor and the Security Deposit of the Contractor shall stand forfeited.
- xiii. On termination of the contract, the contractor shall ensure prompt withdrawal of their personnel / employees deployed by them from the company's premises and shall ensure peaceful hand over of the charge of the arrangements back to the company or to such personnel / organization as directed by Company. Further, the Contractor shall submit an Affidavit Cum Declaration Certificate & Indemnity Bond as per Annexures in HR clause before his last month bill & final settlement is processed by BLC. The company in such event will be at liberty to take such course of action it deems fit and the presence of any personnel of the contractor at the premises of the company will be considered as trespass.

16. 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.

17. 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.

18. The bidder shall depute the necessary personnel 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.

19. 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.

20. 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.

21. 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.

22. 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

23. CONTRACT LABOUR REGULATIONS

- a. If applicable, the Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
- b. The Contractor shall not undertake or execute or permit any other contractor or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
- c. The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
- d. A copy of the above wage cum muster register has to be submitted along with each month's bill. Payment will not be made till the Contractor submits the aforesaid register. The Contractor will retain the original wage cum muster register with their Manager/Supervisor at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.
- e. Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

24. PAYMENT OF MINIMUM WAGES

- a) The Contractor will pay applicable minimum wages as prescribed / revised / made applicable by the appropriate Government at the location from time to time, at rates prescribed for different categories of workmen engaged by him.
- b) As per the applicable Minimum Wages Act/ Code on Wages, the basic wages are subject to revision from time to time within the contract period. The contractor has to pay the Minimum Wages as revised from time to time.
- c) The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

25. PAYMENT OF WAGES

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 4th day after the last day of wage period in respect of which the wages are payable.

26. PAYMENT OF BONUS

The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel. Bonus should be disbursed before Diwali or before the close of the contract. Relevant registers, returns and evidence of

disbursement to be submitted on time and shared with Balmer Lawrie against which reimbursement shall be made.

27. EMPLOYEE'S STATE INSURANCE CORPORATION All the personnel deployed by the Contractor must carry their ESI cards. ESI payments must be submitted by the contractor with the authorities within the stipulated date every month. Copy of the remittance must be submitted with monthly invoices. Returns, records, registers as per the ESI act must be maintained by the Contractor and be produced during any inspection on being called for. In case of any eventuality the contractor would be solely responsible for arranging all nature of support from ESI authorities to the contractor workers and beneficiaries. The company would have no liability of any nature on such account.

28. GRATUITY

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

29. EMPLOYEES PROVIDENT FUND

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

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

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

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

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

The receipted copy of Sr. Nos. 1, 2 of the previous to previous month, to be submitted along with next 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.

- c) The Contractor shall contribute towards EPF in respect of employees engaged by him at the rates, which are in force from time to time under the EPF & Misc. Provisions Act.
- d) The Contractor will ensure correct recording of data pertaining to his workers in EPF/ESIC and also ensure KYC verification of the contractor workers. Further, the contractor shall maintain register / records and nomination forms required under the EPF & Miscellaneous provisions act in respect of all the employees engaged by them with their Manager in the site office in original and the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract. The Contractor should also maintain copies of all related documents in their Registered Office.
- e) Every year Contractor will arrange distribution of Annual Statement of PF to all his employees.
- f) The parties hereto expressly declare that the existing rate of contributions to the 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"

30. 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).

31. 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.

32. 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.

33. APPLICABLE LAW

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

34. NOTICES

- e) 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.
- f) A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- g) All valid notices/communications addressed to the Contractor shall be signed by the Factory Manager.
- h) All valid notices/communications addressed to Balmer Lawrie by the contractor shall be signed by the Contractor/ Proprietor/ Partner/Authorised Representative only.

35. Termination

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

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

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

31. 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.

32. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

33. Each page need to sign and stamp by the successful bidder.

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

I / We accept all your terms and conditions as stated above.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE- A

Indemnity Bond to be given by the successful bidder at the time of awarding of contract.

INDEMNITY BOND

(To be submitted by Successful bidder)

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/-)

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

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

That the Balmer Lawrie has awarded work of _Delivery of documentation service__ vide work order No. _____ Dated _____ and the successful bidder has signed the terms and conditions including the GENERAL CONDITIONS of the agreement agreed between successful bidder and the Balmer Lawrie on dated _____. This document is part and partial of the above referred agreement.

As per the terms and conditions relating to the compliance of various LABOUR LAWS for the contracting period in the above referred work order. The SUCCESSFUL BIDDER has agreed

to comply with the provisions of all the LABOUR LAWS applicable from time to time and/or his sub-successful bidders including his workers or any other nature of workers engaged with or without the consent of the Balmer Lawrie.

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

1. I hereby expressly undertake to bound by all the provisions of the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and abolition) Act, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.
2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.
3. I Further Undertake to Comply with The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.
4. I further undertake to furnish the details as and when required in the prescribed format as decided by the Balmer Lawrie in case of any accidents which may result into man-days/man-hour loss including fatal accidents.
5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the Balmer Lawrie and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake including my sub-successful bidder to indemnify the Balmer Lawrie from all the litigations/ disputes/ claims accrued out of this from the commencement to the completion of the successful bidder. I also undertake abide by all the status/rules/regulations of any statutory body.
7. In case I or my sub successful bidder fail to provide any amenity / benefits required to be provided under any labour laws applicable to the company or the successful bidder from time to time, I accept any kind of financial liability like fine, penalty, imposition of damages for non-compliance of the provisions of the acts and if I fail to do so, the company, being a principal employer shall be at liberty to deduct the amount from the bill amount.
8. I further declare that as per the articles of the Associations of our Company / Partnership Deed/ Proprietary Documents, I am authorized to furnish this undertaking and the Successful bidder shall be bound by the stipulations herein contained and so will be the Sub-successful bidder(s).
9. This Indemnity Bond / Agreement is Subject to Mumbai Jurisdiction only.

Place:

Date: / /

Witness:

Accepted by:

(For, Principal Employer)

ANNEXURE- B

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

(To be submitted by Successful bidder)

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/-)

INDEMNITY BOND

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

..... And all the successful bidders labours have
been fully paid their dues of wages, allowances, compensation and any other amount due to
them under Minimum Wages Act, Payment of Wages act, Workmen's Compensation Act,
Payment of Bonus Act or any other relevant acts and rules made their under of the Central or
State Govt. of the time being in force and / or under any bipartite / tripartite agreement or any

award of any Labour Court or Tribunal or Arbitration, as the case may be and further declares that no dispute as to the wages, compensation, bonus or any allowance is pending in respect of any workman employed by us. The work awarded was commenced on _____ and/or completed on _____ or likely to be completed by _____. We further declare that we have fulfilled and discharged all the obligations under Contract Labour (Regulation and Abolition) Act, the Inter-state Migrant Workman (Regulation of Employment and Conditions of Service Act), Employees Provident Fund and Misc. Provisions Act and other relevant acts and rules of the Central and the State Govt. for the time being in force.

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

Further, we undertake to indemnify Balmer Lawrie & Co. Ltd. in respect of any loss, claim, damage, compensation or expenses that may become payable in future on Balmer Lawrie & Co. Ltd. or incurred on account on non-payment of any dues or claim of any workman employed by us directly or through sub-petty successful bidders for non-fulfilment of any by laws of the Central or State Govt. or Local Authority or any other statutory body as the case may be.

Place :

Date :

WITNESS

1. Signature _____ Signature of Authorised Representative of
M/s.
Name _____ Name :
Designation:
2. Signature _____

Name _____

ANNEXURE- C

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

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

CERTIFICATE OF SUCCESSFUL CONTRACTOR COMPLIANCE

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

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

Signature : _____

Name : _____

Date : _____

For the month: _____

AFFIDAVIT CUM DECLARATION

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

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

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

.....
(Deponent)

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

INDEMNITY BOND

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

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

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

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

Place:.....

Date :

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

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

Witness:

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

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

AFFIDAVIT OF BIDDER'S STATUTORY COMPLIANCE

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/-)

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

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

- a) Contract Labour [Regulation & Abolition] Act, 1970 & Rules
- b) Employees Provident Funds & Miscellaneous Provisions Act, 1952 & Rules
- c) Employees' State Insurance Act, 1948 /Employee's Compensation Act, 1923.
- d) The Factories Act 1948 & Rules,
- e) Minimum Wages Act, 1948 & Rules
- f) Payment of Wages Act, 1936 & Rules
- g) Payment of Bonus Act, 1965 & Rules
- h) Payment of Gratuity Act, 1972 & Rules
- i) Equal Remuneration Act, 1976 & Rules
- j) The DNH Minimum Wages Rules,
- k) The Child & Adolescent Labour (Prohibition & Regulation) Act, 1986
- l) Professional tax(if applicable)
- m) The Code on Wages, 2019 & Rules 2020
- n) The DNH Labour Welfare Fund Act, 1953 (if applicable)
- o) The Interstate Migrant Workmen (Regulation of Employment And Conditions of Service) Act 1979.(If applicable)
- p) The Maternity Benefit Act 1961& Rules.

{ Any other state/local applicable legislations }

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 : _____

BIDDER TO SUBMIT ON THEIR LETTER HEAD

(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].

CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS

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

The supplier declares herewith:

Legal compliance

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

Prohibition of corruption and bribery

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

Respect for the basic human rights of employees

To promote equal opportunities for and treatment of its employees irrespective of skin 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; o to refuse to employ or make anyone work against his will;

To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;

To prohibit behaviour including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;

To provide fair remuneration and to guarantee the applicable national statutory minimum wage;

To comply with the maximum number of working hours laid down in the applicable laws;

To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions

Prohibition of child labour

To employ no workers under the age of 18;

Health and safety of employees

To take responsibility for the health and safety of its employees;

To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;

To provide training and ensure that employees are educated in health and safety issues;

To set up or use a reasonable occupational health & safety management system;

Environmental protection

To act in accordance with the applicable statutory and international standards regarding environmental protection;

To minimize environmental pollution and make continuous improvements in environmental protection;

To set up or use a reasonable environmental management system;

Supply chain

To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;

To comply with the principles of non-discrimination with regard to supplier selection and treatment.

Balmer Lawrie's officials.

Manager [Purchase]
Balmer Lawrie & Co Ltd, SBU Grease & Lubricants
Survey No 201/1, Sayli, Silvassa-396230
Contact No. 90990 84731 & 90990 84732 Ext. - 12
Email: srivastava.sk@balmerlawrie.com

Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

Submission of Hard copies:

Vendors are required to quote online as per the price bid format (Annexure 1)

Last date of submission of Bid: _____ by 5.00 PM

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date.

Vendor have to simultaneously submit signed and stamped tender document as a token of acceptance of tender terms in a sealed cover/envelop mentioning Tender Enquiry No._____. Dated _____.

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

Disclaimer Clause

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Thanking You,
Your s faithfully,

For Balmer Lawrie & Co Ltd.

Manager [Purchase]

FORMAT FOR FURNISHING EXPERIENCE IN THE RELEVANT FIELD DURING LAST 5 YEARS					
Sl. No.	Name of the Organization to whom services was provided with complete address and telephone numbers	Period		Contracted amount (Rupees per month)	Reasons for termination
		From	To		

Price Bid

Bidder has to quote the prices as per format given only.

The approximate average per day consumption is expected to be - 140 cups of tea and 20 cups of coffee although the company does not assure any quantity in advance. These quantities may vary/interchange to any extent during the course of contract within approved contract value.

The contractors are advised to build their margins in the cost of Tea, Coffee ,

Sr No	Description	Approx. Qty. Monthly	Rate Rs/Cup/Glass	Value [Rs]
1	Price of Tea per cup	3700		
2	Price of Coffee per cup	550		
3	Total Service Charge p.m.			
	Sub Total/Month [Rs]			
	Grand Total for 12 Months			
Grand Total Value in Word _____				

The contractor may pay any amount to the personnel engaged as he finds suitable However, Contractor **MUST** ensure payment to their personnel on time and comply with other relevant laws as applicable maintaining records as per acts/laws and their presentation/ submission to concerned authorities will be sole responsibility of the contractor.

The contractor **MUST** ensure/provide:

- (a) Workmen Compensation Policy of personnel engaged in the contract
- (b) Safety shoes, gloves and aprons
- (c) Two sets of apron including caps
- (d) Copy of medical health insurance for all personnel deployed at the site.

However, cost of above should not be included/built by the contractors in their “Rates” since the company will reimburse the cost i.e. the premium paid to the insurance company, cost of apron and PPEs and other items purchased and cost for medical health insurance for the personnel deployed at the site. The contractor’s persons should be disposable stretchable hair caps while cooking and serving.

Annual health check up would be conducted by the Company. However in case of any further requirement the same needs to be fulfilled by the vendor and the amount will be reimbursed by the Company.

The service charge should incorporate/consider cost towards all statutory and legal payments on account of personnel deputed.

Sealed and Signature of Vendor