



5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India

### NOTICE INVITING TENDER

Tender No. BL/MUM/202021/003 dated 07.10.2020

**Due date of Tender: 19<sup>th</sup> October 2020 at 11.00 am**  
**Opening of Technical Bid: 19<sup>th</sup> October 2020 at 11.30 am**

**Online Two Bid e-tender** are invited for providing “**Facility Management Service**” for the Office at 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400 001 through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>

#### **Contact Person”**

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## 1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, Netaji Subhas Road, Kolkata – 700 001 having its joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz. Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja (Navi Mumbai). Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

### Instructions for bidders

1. Online two bid e-tender are invited for providing “Facility Management Services” at the Company’s Mumbai Office as per Scope of Work contained in this tender.
2. The tender is invited in **Two Bid System: Pre-Qualification Bid and Price Bid.**
3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

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

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

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

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

The successful bidder will be the Supplier.

This document is the Tender.

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

5. Bid Security / Earnest Money Deposit (EMD) / Security Deposit– As per Clause No. 2 & 7 of the General Terms & Conditions of this Tender document.

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

Above benefit/s shall be extended only to MSE's whose UAM number is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure G.

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

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

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 6.2

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 Rejection Criteria**

A bid may be rejected if

- i. The bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. The bidder does not meet the pre-qualification 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-XIV
- 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.

### 6.3 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*)

### 6.4 Corrigendum to tender:

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

### 6.5 Pre-bid Conference:

To understand the scope of work and to get clarifications on the queries, if any, tenderers are requested to attend the Pre-Bid Conference. Tenderer must send communication though email to confirm their presence. Pre-bid Conference shall be held in Mumbai. Prospective tenderers are to contact Ms. Beryl D'Silva or e-mail to know the exact timing & venue of pre-bid meeting. However, the prospective bidders who are unable to attend the Pre-Bid Conference are requested to follow our website for clarifications / updates.

### 6.6 Definition:

- (a) **Facility Management Service:** This service involves maintain the office amenities by cleaning with sanitization and hygiene conditions. Cleaning of Electrical & electronics equipment like lights, telephone, computers, laptops etc. with special cleaning liquids. Upholstery cleaning and with required material and machinery for the maintenance of the job.
- (b) **Officer-In-Charge:** Officer responsible for Administration of Ballard Estate Office.

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**GENERAL INFORMATION**

**This tender document is prepared to define the scope of work. All pages of this document issued at the time of execution, shall form the integral part of the contract.**

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

- Confirmation on the scope as detailed out in this tender.

**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.

**CONDITIONS FOR ONLINE BID SUBMISSION****The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e. bidding****1. Procedure to submit On-line Bid**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link “Bidding Manual”.

**1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1 India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

1.2 Bidders may contact the following resource persons for any assistance required in this regard.

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: VPLPL HOLIDAYS))</b>			
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>			
<b>Contact Nos. and email IDs for C1 India helpdesk officers</b>			
<b>Tirtha Das (Kolkata)</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254199	Monday – Friday
<b>Partha Ghosh (Kolkata)</b>	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093208	Monday – Friday
<b>CH.Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284068	Monday – Saturday
<b>Ujwala Shimpi (Mumbai)</b>	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	<b>+91-022-66865539</b>	Monday – Friday
<b>Helpdesk Support (Kolkata)</b>		+91-8017272553	Monday – Saturday
<b>Escalation – 1 Tuhin Ghosh (Kolkata)</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981164980	Monday – Friday

**1.3 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate 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.

1.4 All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

### **1.5 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.

### **1.6 Submission of Hard copies:**

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

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

### **1.7 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.

### **Pre-Requisites before Login to System (Software requirements) Minimum System Requirements:**

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

### **Operating System:**

- Windows 7,8,10

### **Browser Version:**

- Internet Explorer Versions 11

### **Java Component:**

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





6	Stocking of toiletries such as tissue rolls, liquid soaps, naphthalene balls, urinal cubes, odonil etc. Harpic cleaning/ scrubbing of toilets/ WCs/ urinal stands/ wash basins/mirrors etc. of all the toilets (Morning, afternoon and on call basis).	DAILY
7	Providing tissue papers for cabins of Executives (Grade 6 & above) and Conference Rooms as per requirement (Samples to be approved)	AS & WHEN REQUIRED
8	Cleaning / dusting of planters, paintings / posters / notice boards/ name plates etc. without disturbing the décor/ finishing of the paintings/ pictures. Cleaning agents accordingly be selected for use.	DAILY
9	Thorough cleaning / washing of entire floor area from the basement to terrace / roof tops using special chemicals for granite / marble / other flooring and absolute drying / mopping thereafter.	ON FORT -NIGHTLY BASIS & NEED BASIS
10	Cleaning of light fittings / fans / tube lights and such other fittings / false ceiling / lifts area etc. including electronic items like telephone and computers etc using special cleansing agents.	ONCE A WEEK AND ON NEED BASIS
11	Thorough vacuum cleaning of chairs/ sofas/ filing cabinets/ cupboards etc.	ONCE A MONTH
12	Removal of cobwebs as a routine exercise	DAILY
13	Glass/ windows / doors sponging	ONCE A WEEK AND ON NEED BASIS
14	Shampooing / Dry-cleaning of Sofas, chairs, blinds, etc.	ONCE A QUARTER & ON NEED BASIS
15	Floor Scrubbing	BI-MONTHLY & ON NEED BASIS
16	All common area should be dusted and mopped to remain sparklingly clean.	FREQUENT INTERVALS
	Cleansing agents such as Cleanzo, Phenyl or other non-acidic, non-corrosive agents with pleasant fragrance to be used. Room Fresheners of reputed Companies to be used	

### Approximate Numbers of Items for Shampooing

SN	Description	Nos.
01	Chairs	283
02	Single Seater Sofa Chair	2
03	Two-Seater Sofa Chair	5
04	Two-Seater Sofas	5
05	Three-Seater Sofas	4

**Note: All materials & Consumables used by the contractor must be approved by Officer in Charge of BL.**

**Cleaning Machines/Equipment:** Appropriate number of machines/ equipment at site as per requirements. List of some of the machines as follows:

S. No	Description of Equipment	Qty.	Remarks
(i)	Industrial Vacuum Cleaners	1	Furniture, blinds etc.
(ii)	Wet & Dry Vacuum Cleaners	1	Chair Shampooing
(iii)	Single Disc Scrubbing Machine	1	Hard floor area (marble, granite etc.)
(iv)	High Pressure Jet	1	Deeping cleaning of hard surfaces
(v)	Hand scrubber	1	Hard floor, tiles.

## ANNEXURE - IV

Sl. No.	Description	Approximate Area (Sft)	
	Admin building		
1	Basement	4700	
	Total Workstations- 32 no's, Open Cabins - 9 no's, Closed Cabins- 7 no's Conference hall- 01, Documentation Room -01, Server Room -01 Reception desk-01 And other miscellaneous common areas and electrical and mechanical equipment and devices within the floor.		
2	Ground Floor	4700	
	Total Workstations- 40 no's, Open Cabins - 14 no's, Closed Cabins- 5 no's Conference hall- 01, Documentation Room -01, Server Room -01 Reception desk-01, toilet – urinals 5, WC-4, wash basin-4. And other miscellaneous common areas and electrical and mechanical equipment and devices within the floor.		
3	Mezzanine floor	1650	
	Total Workstations- 9 no's, Documentation Room -01, storeroom -01 And other miscellaneous common areas and electrical and mechanical equipment and devices within the floor.		
4	4th floor	4700	
	Total Workstations- 62 no's, Open Cabins - 7 no's, Closed Cabins- 8 no's, Conference hall- 01, Documentation Room -01, Server Room -01, head room-01 Reception desk-01, toilet – urinals 2, WC-4, wash basin-3. And other miscellaneous common areas and electrical and mechanical equipment and devices within the floor.		
5	Terrace	4700	
	Open space and two toilets and 1 wash basin, lift room -01, storeroom-01		

**Floor area, workstation and other amenities details**

**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	Minimum 5 years' experience of handing similar job in Govt/PSU/ MNC offices etc.	Proof of experience / Satisfactory Service Certificate
2	Should have executed / executing similar job of value not less than Rs. 2.00 lakhs per month	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	Self-certified copy
5	Registration Code No. – ESIC	Self-certified copy
6	Valid Contract Labour License	Self-certified copy
7	Shops & Establishment License	Self-certified copy
8	Company's Income Tax PAN Number	Self-certified copy
9	GST Registration Number	Self-certified copy
10	Bidder should not be Employee of Balmer Lawrie or his / her Family members / relative	Self - Declaration
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	Bidders who have pending non-compliance of statutory provisions as on the date of tender are not eligible to participate in the tender	Affidavit from bidder as per format - Annexure: F

All bidders must submit a declaration in Annexure – H stating the names and other details of the Organization where they have provided such service in the previous 5 years. The HR / Admin / Finance resource 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 Committee shall be as follows:

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

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.**

## **SPECIAL TERMS AND CONDITIONS**

1. Bidder should quote in the Price Bid format and should be in line with the Minimum Wage applicable as per Maharashtra State Government.
2. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
3. **Period of Contract** – The Contract will be for a period of one-year tentatively from November 2020 to October 2021. Based on performance, the contract may be mutually extended for further period of one year on existing terms and conditions after expiry of initial agreement.
4. **Tender Evaluation: The tender would be finalized on the basis of Lowest Nett Delivered Price (NDP).**
5. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
6. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to service delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.
7. The Bidders should have an Office within Mumbai Metropolitan Region.

## **GENERAL TERMS & CONDITIONS**

1. The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.  
Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute
2. **Earnest Money Deposit (EMD)**  
Earnest Money Deposit {EMD} of Rs.6,000/- (Rupees Six Thousand only) is to be paid online as per Annexure –XVI in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

### **EMD is liable to forfeiture in the event of:**

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

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

- For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

### **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**



3. The bidder should not have been blacklisted by any PSU / Govt. Department (a self- certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled
4. The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of the Order in writing or through email and shall there by confirm his acceptance of purchase order in entirety without exceptions.
5. Submission of tender will mean that the bidder has fully understood and accepted the terms and conditions of the tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.
6. **Submission of Online Bids**  
The Price Bid should not contain any information other than the price. Price Bid should be filled as per the online Price Bid format provided.
7. **Security Deposit (SD)**  
Security Deposit of Rs.25,000/- (Rupees twenty-five Thousand only) to be deposited within 15 days of receipt of Purchase Order in the form of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai or Bank Guarantee valid for 18 months in BL's format (Annexure IX).

The Security Deposit will not bear any interest.

The Security Deposit can be adjusted to the extent of EMD amount for the successful bidder.

The Security Deposit will be refunded only after successful completion of the contract without any legal / statutory liability.

Security Deposit 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) Successful 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.

Security Deposit 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 Security Deposit. 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 Security Deposit will be refunded after adjustment, if any, on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

8. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.

9. **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.

10. **Acceptance of offers**

10.1 Balmer Lawrie reserves the right to accept L1 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.

10.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

10.3 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.

10.4 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.

10.5 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.

11. **Negotiations**

11.1 Balmer Lawrie reserves the right to negotiate with only L1 Tenderer. The Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

11.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer 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.

### 11.3 **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, components and labour cost till the validity of the contract period.

### 11.4 **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).

12. **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.

13. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen 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

### 14. **PENALTIES IN CASE OF NON-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 500/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

### 15. **Safety**

The bidders are strictly advised to follow the various safety aspects as per HSE norms pertaining to the work. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

### 16. **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.

17. **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 No. 21.

18. **Price**

Unless otherwise agreed to in terms of the purchase order, the price shall be: Firm and not subject to escalation for any reason whatsoever till execution of entire order.

19. **Payment Terms**

Please refer to Clause No. 12 of HR Statutory Compliance. Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

***Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018. BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST. TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.***

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

20. **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.

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 mount to be incurred by us would be recovered from the party's due payments or security amount held with us.

## **HR STATUTORY COMPLIANCES**

**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 Maharashtra 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 Maharashtra 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. 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 BLC 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 (BLC) shall deduct and deposit an amount equivalent to the sum of aforesaid deposits amounts due and payable by the contractor, from the consideration payable by BLC to the successful contractor as per prevailing rules.** The amount so deducted shall be deposited by BLC with the provident fund or other authorities. BLC 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. Conduct & Discipline:

- (a) All the personnel should possess sound health, good moral character, cool temperament and integrity and will not have any vices and/or bad habit.
- (b) Every personnel shall behave well with the employees of Balmer Lawrie & Co Ltd., its clients, visitors and also with their own team members.
- (c) During the course of duty if any personnel is found sick, he shall be immediately withdrawn from duty & contractor shall take necessary medical action at his cost.
- (d) The personnel engaged by the Contractor shall conduct themselves soberly and temperately while on duty. The personnel shall not indulge in any acts of indiscipline, in-subordination or rowdism. While being on duty, if the Contractor's personnel sustain any injury, the responsibility for providing treatment or payment of compensation in terms of statutory provisions, as the case may be, shall lie on the Contractor only.
- (e) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.
- (f) The Contractor shall not employ persons below the age of 18 years & 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.

## 12. Payment

Contractor has to pay to the personnel their monthly earnings/ salary by transferring to their individual bank account **on or before 4<sup>th</sup> day** of the following month. **The Contractor shall submit the bills on monthly basis along with the copies of the following documents latest by 10<sup>th</sup> 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 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. Further, the Contractor shall ensure coverage of his workers under Workmen/Employee Compensation policy of suitable amount as decided by the Factory Manager. The premium paid shall be reimbursed by the company on submission of bills/invoices.
- (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) BLC 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.

**13. 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 license / 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.**

**14. 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 Annexure VIII & IX 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.

15. **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.
16. 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.
17. The bidder shall depute the necessary manpower as mentioned in the scope of work within the stipulated date and execute as per the validity of the contract. Delays in deputation/non-execution of contract will attract Risk Purchase as mentioned in Special Terms & Conditions.
18. 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.
19. 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.
20. BLC 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.
21. **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***

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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 month bill. Non-submission of the aforesaid Forms and/or any discrepancies in the aforesaid contribution will lead to deduction from the contractor's 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”

**29. 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).

**30. 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.



**31. 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 BLC 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.

**32. APPLICABLE LAW**

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

**33. NOTICES**

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

**34. 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

**35. 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.

36. Each page needs to be signed 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.

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



## VENDORS OBLIGATION

- 1) The Contractor should have necessary PF, ESIC/Workmen's Compensation policy registration (if applicable), PAN No., and Service Tax No. Relevant documents to be attached along with the offer. **"APPLIED" status for statutory licenses & documents is not acceptable by the company. The Contractor shall submit the documentary proof in support of the same.**
- 2) The Contractor will have to maintain daily checklist to record jobs done at locations, to be certified by Contractor's supervisor and should be enclosed with the monthly bills.
- 3) There will be monthly joint inspection by the Supervisor of the Contractor and BL representative with record of minutes and action taken report.
- 4) The Contractor shall ensure that his workmen are in neat and clean uniform while on duty display the I-Card at all times and attend the duties regularly.
- 5) The Contractor's workmen should be easily traceable within the Company's premises and shall have to strictly follow the Company's direction relating to cleanliness. Wearing of Uniform and personal protective appliances, etc.
- 6) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen and provide alternate resources.
- 7) The Contractor shall ensure personal supervision of the facility management service in the Office and will meet the Officer In-charge weekly or as and when required.
- 8) The Company reserves the right to terminate the contract by giving one month's notice in case contractor's services are found unsatisfactory and the security deposit of the party will stand forfeited.
- 9) **The Contractor will be required to bring his own cleaning machine / equipment such as Vacuum Cleaner, etc. for deep cleaning and other periodical cleanings.**
- 10) **The Contractor will have to provide consumable materials like Hand Wash, Detergent, Phenyl, Mops, Dusters, Brooms, Disinfectants, Floor cleaner, Tissue Rolls, Toilet Brush, Air-freshener and other required accessories. The material provided should be of ISI mark under sanitary / cleaning items and should be acceptable with Balmer Lawrie standard.**
- 11) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor at his cost failing which the same will be got done and the amount

incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.

- 12) The Contractor will ensure that the workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- 13) The Contractor shall arrange to obtain necessary entry permits from Officer-in-Charge for the personnel engaged by him and issue them identification cards.
- 14) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 15) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.

16) **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 labor 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 labor, as the case may be as aforesaid.

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

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

## **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 colour, 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.

**DETAILS OF CONTRACTOR**

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 as per Annexure-XIV attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

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

**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	

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

Sl. No.	Item Description	Indicative Quantity of manpower	Charges
			Rate/ Month
1.	Facility Management service Monthly Charge per month including material and manpower for the scope of work mentioned in detail in the NIT.	3	Rs.
2.	Any Other Tax/Duty [Please Mention _____]		@ _____ %

Total Amount in words: \_\_\_\_\_ (Rupees \_\_\_\_\_)

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

**Note:**

Certified that the above quoted rate complies with minimum wages act and all the statutory provisions & rules as applicable and is subject to revision in line with the notifications issued by the Labour Board from time to time. The above rate is inclusive of Service tax or any other tax payable to Government.



ANNEXURE- XV  
(To be provided by successful bidder only)

**Proforma of the Bank Guarantee (Security Deposit)**

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

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. ----- dated ----- (hereinafter referred as “the said Tender”) for providing “**facility management service**” 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 all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

ANNEXURE - XVI

**BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

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

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

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

**A. Privacy Policy**

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

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

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

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

**B. General Terms and Conditions For E-Payment**

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

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

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

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

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

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

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

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

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

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

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

### **C. Limitation of Liability**

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

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

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

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

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

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

**D. Miscellaneous Conditions:**

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

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

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

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

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

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



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

#### **E. Debit/Credit Card, Bank Account Details**

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

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

i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;

iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

#### **F. Personal Information**

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

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

3. In addition to the information already in the possession of Merchant and/ or the

Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

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

### **Helpdesk**

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

### **G. Payment Gateway Disclaimer**

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

### **H. General Terms and Conditions -**

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

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

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

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

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

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

## ANNEXURE- A

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

### **INDEMNITY BOND**

(To be submitted by Successful bidder)

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.500/-)

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 tranquillity 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) (Gujarat) Rules,1972, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.
2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.

3. I Further Undertake to Comply with The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.
4. I further undertake to furnish the details as and when required in the prescribed format as decided by the Balmer Lawrie in case of any accidents which may result into man-days/man-hour loss including fatal accidents.
5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the Balmer Lawrie and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake 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.500/-)

**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

**ANNEXURE – F**

**AFFIDAVIT OF BIDDER'S STATUTORY COMPLIANCE**

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.500/-  
(Maharashtra))

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:

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

I/we further understand that Balmer Lawrie & Co. Ltd. has the right to demand  
submission of relevant documents from us so as to verify this affidavit and if this  
affidavit is found to be not true/ false, our bid shall stand rejected for violation of pre-  
qualification criteria as mentioned in the tender document. Further, if on the basis of

this bid, we are awarded any contract & it is subsequently found that this affidavit is false/ not true, Balmer Lawrie & Co. Ltd. shall have the right to cancel our tender, forfeit the EMD, Security deposit & initiate suitable legal proceedings against \_\_\_\_\_(Bidder).

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

**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.

Company Authorized Signatory  
(Seal & Stamp)

**Annexure - H**

**FORMAT FOR FURNISHING EXPERIENCE IN THE RELEVANT FIELD  
DURING LAST 5 YEARS**

Sl. No.	Name of the Organization to whom services was provided, Names of Two Senior Officials in the same organization with complete address, telephone numbers and email address.	Period		Contracted amount (Rupees per month)	Reasons for termination
		From	To		