



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

SINCE 1867 www.balmerlawrie.com

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

NOTICE INVITING TENDER

Tender No. 0100LE1420 dated 05.07.2019

Due date of Tender: 15.07.2019 at 15:00 hrs.
Opening of Technical Bid: 15.07.2019 at 15:10 hrs.

Online Two Bid e-Tender are invited for “Hiring of mid sized Motor vehicle (MUV Non A/c) **Six Seaters** model of 2016 or later with Driver” on monthly hire basis for a period of **One year** [extendable for further period of one year with mutual consent] for Official use at our Industrial Packaging Plant at Savli Industrial Estate, Vadodara through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.in>

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

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Shri Tushar Ingale, Mob.9769015541 Land Line No.022 66258209 e.mail: ingale.td@balmerlawrie.com 2. Smt Amanda Couto – Mob- 09004002269, 022 66258208, email ID: amanda.c@balmerlawrie.com	Contact Person 1. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 2. Mr.Tuhin Ghosh,Mob.08981165071 Email – tuhin.ghosh@c1india.com 3. Mr. CH.Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com 4. Mr.Partha Ghosh,Mob.0 08811093299 Email – partha.ghosh@c1india.com 5 Ms. Ujwala Shimpi, Landline (022)66865608 Ujwala.shimpi@c1india.com

Seal & Signature of Tenderer

1. Introduction

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

A. Instructions for bidders

1. Please refer to Annexure-II for detailed Scope of Work.
2. Two bid [Pre- Qualification Bid and Price Bid] Tenders are invited from Contractors who meet the Pre-Qualification criteria for Hiring of Motor vehicle as per detailed Scope of Work contained in Annexure II of this tender for our plant at Vadodara.
3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification Bid and Price Bid.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification bid can be submitted only after the online bid submission.
5. Important points to be noted

5.1 Due date for online bid submission 15.07.2019 at 15:00 hrs 5.2 Online Pre-Qualification bid opening 15.07.2019 at 15:10 hrs
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All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned.

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

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**" **BL would be the Purchaser/Owner for the tendered item.**

The successful bidder will be the Service Provider.

This document is the Tender.

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

6. Earnest Money Deposit (EMD)/ Security Deposit – As per Clause no. 1 & 2 of the Special 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 no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure – XVIII.**

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

7. Corrigendum to tender:

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

8. Format of Tender Document

Tender Documents consist of:

Sr.No.	Contents	Annexure
A.	Instruction for bidders	
B.	Pre-Qualification Criteria [Unprice Bid]	I
C.	Scope of Work	II
D	Special Terms and Conditions	III
E	General Terms and Conditions	IV
F	Type of Vehicle	V
G	Role of Driver	VI
H	Role of Service Provider	VII
I.	Details of Penalties	VIII
J	GST Compliance	IX
K	Details of Bidder	X
L	Details of Driver	XI
M	Additional details of the Bidder	XII
N	Price Bid	XIII
O	Address of the Plant	XIV
P	Bank details for SWIFT/RTGS Transfers	XV
Q	Conditions for online bid submission	XVI
R	Code of Conduct	XVII
S	CPPP Declaration	XVIII
T	Terms & conditions for making Online payment towards Earnest Money Deposit [EMD]	XIX
U	List of designated Officers responsible for releasing payment	XX

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

9. Late Bids

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

10. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

11. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to submit the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. If the bidder does not submit the required details as specified [Annexures X]
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the GST Number as per Annexure- X and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.
- vi. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

12. 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*)

13. Opening of Price Bid

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

14. Complete Scope of Work

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

15. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from scope of work, as given in the Tender Document-Annexure – II, would invite immediate dis-qualification from further consideration of the bid.**

16. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

17. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

a. Pre-Qualification Bid

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure I.

b. Price Bid (Annexure XIII is Price Bid)

The lowest bidder will be decided on the basis of rate quoted in Sr.No. 1 of our Price Bid in Indian Rupees, for the service mentioned in the scope of work and as such it would be in the interest of the bidders to quote their most competitive price.

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

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

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

- c. After submission of bid online, the bidders are requested to submit hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**
- d. Only those bidders who meet the Pre-qualification criteria will be considered for opening of the Price Bid.**

B. Pre – Qualification Criteria [Unpriced Bid]

ANNEXURE I

Clause no	Description	Documents required
A	The bidder shall have atleast three years (to be considered from 01/04/2016) experience in the job of providing passenger car on rental basis	PO copy in Bidder's name (date of PO should be from 01/04/2016 or before).
B	The Passenger vehicle offered for hiring should not be more than 5 years old at the time of contract period with excellent condition and with a maximum run of 50,000 KMS	RC book / Insurance Documents.
C	Driver engaged by the service provider must hold a valid commercial Driving License for driving passenger vehicle since last 5 years	Copy of Driving License of the Driver.
D	The bidder should not be blacklisted by any PSU/Govt. Dept/Agencies	Self declaration duly signed by Authorized Signatory
E	The bidder should not be Employee of Balmer Lawrie or his/her family members [Family as defined in BL policy] or a retired employee of BL who has not completed 2 years after retirement.	Self declaration duly signed by Authorized Signatory
F	All the pages of the tender document should be signed as a token of acceptance of the terms & condition as set forth	Signed copy of the tender document
G	Submission of EMD of Rs. 3,000.00/-	Online as detailed in Annexure-XIX

C. SCOPE OF WORK

HIRING OF MID SIZED MOTOR VEHICLE MUV NON A/C) WITH DRIVER HAVING COMMERCIAL NUMBER PLATE [YELLOW/BLACK].

[ERTIGA / BALERO / TRAVERA / SCORPIO OR ANY VEHICLE OF SIMILAR TYPE]

CAPACITY - SIX SEATERS [EXCLUDING DRIVER]

MODEL - YEAR 2016 OR LATER

PERIOD OF CONTRACT : AUGUST, 2019 TO JULY, 2020 EXTENDABLE FOR FURTHER PERIOD OF ONE YEAR WITH MUTUAL CONSENT.

Sr.No.	Job
1	Vehicle will start from Vadodara Railway Station and daily pick/drop off Employees from Vadodara city / any pick up point on the way to plant
2	During office working hours, pick up and drop service to be provided as per requirement to staff, Service Engg/technician or any other authorized persons of the Company.
3	Providing services for sending out spare parts, material to the vendors/customers and also pick up and drop of material from the vendors/customers to BL. The weight of the material will not be more than 500 kgs at a given time.
3	Providing service for submission/collection of cheques, documents etc from respective department, offices, agencies, customers etc
4	In case of emergency, vehicle will be used for taking the injured person for hospitalization.

Annexure-III

D. SPECIAL TERMS & CONDITIONS

1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit {EMD} of Rs.3000/- (**Rs. Three Thousand** only) is to be paid online as per Annexure –XIX 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.

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

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

2. Security Deposit (SD)

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001.

The Security Deposit to be submitted within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

- The Security Deposit will not bear any interest.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- EMD of the successful bidder will be adjusted in Security Deposit.

- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to provide service as per tendered job during the contract period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.
 - If the performance of the bidder is found to be unsatisfactory.
- * The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.
- * **Payment of services rendered made will be released only after receipt of Security Deposit.**

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

3. Payment Terms:

Monthly payment shall be released only on the basis of actual running verified by the Officer of the Company within 15 days from the date of submission of the monthly bill. TDS would be deducted at the prevailing rates time to time from the monthly running bill.

Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

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

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

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

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

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

4. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.
5. **Period of Contact**
August, 2019 to July, 2020 [Further extendable for one year with mutual consent].
6. Tender Evaluation - The lowest bidder will be decided on the basis of rate quoted in Sr.No. 1 of our Price Bid in Indian Rupees, for the service mentioned in the scope of work.
7. Risk Purchase
In case services are not effected as per given schedule,, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.
8. **Award of Contract**
BL shall place the Purchase order on the Lowest Quoted Bidder on the basis of rate quoted in Sr.No. 1 of our Price Bid and as such it would be in the interest of the bidders to quote their most competitive price.

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

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

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

9. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the GST Number as per Annexure X and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.
10. Generally Vehicle will not be sought during Holidays and Weekly off or for outstation travelling. However, in case of exigency, vehicle may be required to be provided on Holidays and weekly off or outstation travel. Contractor should quote separately for the same as provided in the Price Bid. However, KM travelled during holidays / weekly off / outstation travel shall be considered as part of minimum guaranteed running. Log sheet must contain full details of use of the vehicle on all days including closed days.
11. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
12. **Engine Oil/Gear Oil/wear and tear parts and complete vehicle maintenance for smooth running of the vehicle will be on contractors account.**
13. RC Book of the vehicle is preferred to be in the name of the bidder/Proprietor of the firm, if not, consent letter from the original owner to be submitted for engagement of the vehicle for the full time period.
15. The driver running the car should have valid driving licence and the vehicle should be registered with concerned authorities of Central/State Government (RTO). At any point of time, the vehicle should carry valid road permit (tourist), pollution control certificate, necessary insurance policy papers. All above statutory requirements to be carried out by the person/contractor to their own account.
16. Vehicle should carry 2 kgs ABC Dry Powder Fire Extinguishers and should be refilled before expiry.
17. The normal duty hours of the driver will be 10 hours and beyond 10 hours extra charges will be payable. The vehicle may be used on holidays/weekly off days. Total km/day will be calculated considering starting point from Vadodara Railway Station to ending point at Vadodara Railway Station.
18. You will have to provide an experienced driver and the driver should be covered by adequate accident insurance policy. In the event of any accident causing personal injury to the driver or the vehicle, the Company will not be liable for payment of any compensation/claims whatsoever.
19. The vehicle shall be kept neat and clean and in perfect running condition provided with basic amenities like neat and clean upholstery. Regular servicing and maintenance of the vehicle as required as well as replacement of parts, if required, will be to contractors account and will be carried out by the contractor.
20. The driver must observe all the etiquette and protocol while performing the duty. He must be neatly dressed in uniform and well behaved. He must carry a mobile phone in working condition, for which, no separate payment shall be made by the Company. He must be polite at all times and follow road safety rules and norms.

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21. A daily record indicating time and mileage for the vehicle shall be maintained separately in a log book and he has to obtain the signature of users against each entry. At the end of the month, copy of the relevant pages of the log book to be submitted alongwith the bill.
22. The cost of fuel, lubricants and consumables including repair, statutory payment etc will be to contractors account. The contractor will be responsible for proper upkeep and regular servicing of the hired vehicle.
23. Toll, Parking charges if any will be reimbursable on production of certified documentary evidence.
24. Fines, penalty, interest, etc. charged for violation of traffic rule will not be paid by BL under any circumstances.
25. No extra manpower/employee will be provided for delivering any material, document, spare parts, etc.
26. Any accidental damage to the vehicle/driver while performing official duty to be taken care by the successful contractor.
27. In the event of the award of the tender and prior to execution of the contract, the successful contractor shall be required to submit copies of the Registration Certificate and comprehensive Insurance Policies of the vehicle being offered for hire and particulars with photograph of the driver dedicated to the vehicle.
28. No fresh conditions apart from those mentioned above will be accepted. Tenders with conditions will be treated as rejected.
29. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such bidders who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.
30. The quoted rate should remain firm during the terms of the contract.

Escalation/de-escalation in the fuel price will be provided by the Company with a minimum increase/decrease of Rs.1/- per ltr as per Company's formula which is as follows :-

Increase in cost (Rs./km) = Revised fuel price (-) Current fuel price (/) fuel efficiency (km/ltr)
(assuming fuel efficiency of the vehicle provided is minimum 10 km/ltr).

Decrease in cost (Rs./km) = Revised fuel price (-) Current fuel price (/) fuel efficiency (km/ltr)
(assuming fuel efficiency of the vehicle provided is minimum 10 km/ltr).

Toll Tax: shall be reimbursed at actual against documentary evidence.

31. BL can terminate the contract during the contract period giving 90 days notice without assigning any reason whatsoever.

32. HSE Clause**a DRUG FREE WORKPLACE**

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

b. **ALCOHOL-FREE WORKPLACE**

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

c. **SMOKE-FREE WORKPLACE**

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

d The front and rear seat belts must be operational.

e The vehicle should have valid insurance & PUC certificates at all point of time.

f The body of the vehicle should be of sound construction.

g The driver provided should be defensive driving trained personnel.

h The driver should be formally dressed with shoes during duty hours.

33. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company during the contract period. The Company may forward the bidder any such claim demand or complaint made by any other person against the Company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

34. 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.

E GENERAL TERMS AND CONDITIONS

1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of work

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

3. Reference for Documentation

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

4. Confirmation of Order

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

5. Relaxation of Tender Terms & Conditions

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

6. Rejection of Bids

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

7. Delays

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

8. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

9. Sub-Contracts

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due in respect of the due performance of the contract and the bidder's obligations there under.

10. Control Regulations

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

11. Termination

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written 90 days notice without assigning any reason, whatsoever.

Upon receipt of said termination notice, the bidder shall stop supply/service accordingly.

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

12. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

F. TYPE OF VEHICLE

- a. The Vehicle should have valid registration for commercial use.
- b. The Vehicle offered should not be more than 5 years old at any given point during the contract period and with a maximum run of 50,000 kms.
- c. The Vehicle offered should be registered or attached in the name of bidder participating in the tender
- d. The Vehicle offered in the tender should have valid comprehensive insurance, valid PUC Certificate, Fitness Certificate issued by RTO, on the date of tendering.
- e. The Vehicle should be services as per OEM's specifications and a Service Book should be available wherein details of services availed should be mentioned.

Annexure-VI

G. ROLE OF DRIVER

- a. Driver engaged by the contractor must hold valid commercial license for driving passenger vehicle since last 10 years.
- b. The contractor must provide clean uniform with shoes to the Driver, but under no circumstances Balmer Lawrie Logo or name should be displayed on the uniform.
- c. The Driver must be covered under ESI scheme. In absence of ESI coverage, the contractor must take insurance policy covering risks similar to ESI Scheme.
- d. As per the Road safety guideline, the Driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.
- e. The contractor must provide an undertaking that the Drivers provided by him do not suffer from colour/night blindness along with the tender.**
- f. Driver will not be allowed to drive under the influence of any intoxicant or Liquor.

Annexure-VII

H. ROLE OF THE SERVICE PROVIDER

- a. The service provider must submit name, address, copy of Driving License and police verification report of the driver engaged. Driver should not be changed without prior approval of Balmer Lawrie and the documents as stated above of the new Driver should be made available to the Company before such deployment. All statutory compliance with respect to the driver engaged should be complied.
- b. The service provider must indemnify Balmer Lawrie against any liability arising out of the operation of this contract and for which Balmer Lawrie is not responsible and for this purpose service provider must submit suitable indemnity bond acceptable to Balmer Lawrie.
- c. The service provider must provide for fuel, lubricants and consumables including repair, statutory payment, etc. and he will be responsible for proper upkeep and regular servicing of the hired vehicle.
- d. The service provider must ensure that the log book is signed by the user.
- e. The service provider must be the owner of the Vehicle/ attached vehicle with consent from the original owner bearing Commercial Registration
- f. In case of breakdown of Vehicle under contract, the contractor should arrange for replacement of similar type of vehicle immediately. In case the contractor is not able to provide such replacement, Balmer Lawrie can hire vehicle from market and the amount paid/payable on account of such hiring will be recovered from the service provider.

Annexure-VIII

I. PENALTIES

Sr.No.	Details	Penalty in Rs per instance
1	Late arrival beyond 30 minutes 1 st Instance 2 nd Instance 3 rd Instance	Rs.100.00 Rs.200.00 Rs.500.00
2.	Uncleanliness of Vehicle 1 st Instance 2 nd Instance 3 rd instance	Rs.250.00 Rs.350.00 Rs.500.00
3.	Driver poor knowledge of routes/bad behaviour/irresponsible/unsafe driving – 1 st Instance. 2 nd instance	Rs.250.00 Replacement to be sought immediately after 1 st instance
4.	Inappropriate attire/unclean uniform of Driver 1 st Instance 2 nd Instance 3 rd Instance	Rs.100.00 Rs.200.00 Rs.500.00
5.	Break Down of Car 1 st Instance	Rs.250.00
6.	Recurrent malfunction of car	Rs.1000.00
7.	Improper maintenance of log book 1 st Instance/2 nd Instance/3 rd instance	100 / 200 / 500
8.	False/inflated claims detected	Rs.100.00
9.	Misbehaviour, drunken driving, smoking inside the vehicle, using mobile phone while drive, rash/reckless driving.	Rs.250.00

ANNEXURE IX

J. GST Compliances

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

K.DETAILS OF VENDOR

ANNEXURE-X

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

ANNEXURE – XI

L. DRIVERS DETAILS

1.	Name of the Driver	
2.	Licence Details	
3.	Address of the Driver	
4.	Mobile no. of the Driver	
5.	Aadhar Card No.	
6.	Police Verification Report – Reference No. & Date	
7.	Address of the Previous Employer (If Applicable)	
8.	Medical Report	

ANNEXURE – XII

M. ADDITIONAL DETAILS OF THE BIDDER

[1]	Name of the Contractor	
[2]	Address, Telephone no./ Cell no.	
[3]	Type of Business	Proprietary / Partnership / etc
[4]	Turnover of Previous 3 years Last FY – 2015-16 2016-17 2017-18 PAN Number GST Number (If Applicable)	
[6]	Offered Vehicle details (i) Manufacturing year (Not prior to 2016) (ii) Model (iii) Colour (iv) Registration number (v) Insurance Policy No. & Validity (vi) PUC No. & Validity (vii) Chassis No. (viii) Upto date road tax token no. (ix) Trade Licence No. / Registration Certificate (x) Attach photograph of the offered vehicle. [Documents to be attached]	

N. Price Bid Format

Annexure XII

HIRING OF MID SIZED MOTOR VEHICLE MUV NON A/C WITH DRIVER HAVING COMMERCIAL NUMBER PLATE [YELLOW/BLACK] [ERTIGA / BALERO / TRAVERA / SCORPIO OR ANY VEHICLE OF SIMILAR TYPE] MODEL – YEAR 2016 OR LATER.

Sl. No.	Description (Hiring of Taxis on Monthly basis)	UOM	Unit rate (Rs.)
1.	A) Rate per Km along with Driver for 10 hrs (Minimum 3000 KM/PM)	KM	
2	A) Rate/hour for extra hours beyond 10 hours a day of for working on holiday B) Rate/KM for extra km beyond 10 hrs of duty or for working on holiday	Hour KM	
3	Rate for night halt to driver for overnight stay	Night	

Note :

- **For provision of vehicle on Holiday & Outstation Travel and duty beyond 10 hours, higher of Sr.No. 2(a) & Sr.No. 2(b) will be paid. No extra amount is payable to Driver for working on Holiday or where no night halt is involved in case of outstation travel (same day return).**
- **L1 will be determined on the basis of rate quoted for Sr.No. 1.**
- **Taxes extra as applicable from time to time.**

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE – XIV

O. ADDRESS OF BALMER LAWRIE PLANT

**Balmer Lawrie & Co Ltd,
Industrial Packaging
Plot No. 727, Savli Industrial Estate,
GIDC,
Manjusar,
VADODARA – 391 775.**

ANNEXURE - XV

P. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AALCB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	Vendor's e mail id	

ANNEXURE - XVI

Q. CONDITIONS FOR ONLINE BID SUBMISSION

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

Minimum System Requirements:

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

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

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

Procedure for Bid Submission

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

Registration with e-Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Tirtha Das, Mob 9163254290 email - tirtha.das@c1india.com
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – tuhin.ghosh@c1india.com
3. Mr. Partha Ghosh, Mob 8811093299 email – partha.ghosh@india.com
4. Mr. CH Mani Sankar, Mob 8939284159 email – chikkavarapu.manisankar@c1india.com
5. Ms. Ujwala Shimpi, Landline (022)66865608 email – ujwala.shimpi@c1india.com

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

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

e.mail: ingale.td@balmerlawrie.com

2.Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:

amanda.c@balmerlawrie.com

Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

Submission of Hard copies:

After submission of bid and EMD online, the bidders are requested to submit other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the other documents if any either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Disclaimer Clause

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

Annexure – XVII

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

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

The supplier declares herewith:

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

ANNEXURE-XVIII

S. CPPP DECLARATION BY MSE VENDORS

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

Dated

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

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

I/We hereby also declare the following :-

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

Company Authorized Signatory
(Seal & Stamp)

Annexure –XIX

T. 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, 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 – XX

**U. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING
PAYMENT**

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

Sr.No.	Industrial Packaging -Location	Contact Person	Contact No.	email ID
1	Silvassa	Mr. Prasoon Aggarwal	9555587372	aggarwal.p@balmerlawrie.com
2	Kolkata	Mr. Shuvam Banerjee	9831737098	banerjee.shuvam@balmerlawrie.com
3	Chennai	Mr. Manoj Karmakar	8124056521	karmakar.mk@balmerlawrie.com
4	Chittoor	Mr. Pravin K Singh	9883325136	singh.pk@balmerlawrie.com
5	Asaoti	Mr. D P Sharma	9717695849	sharma.dp@balmerlawrie.com
6	Taloja	Ms. Rekha	9867420162	rekha.rr@balmerlawrie.com
7	Vadodara	Mr. Vishal Gokharan	9819520229	vishal.g@balmerlawrie.com

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

Company Authorized Signatory
(Seal & Stamp)