



Balmer Lawrie & Co Ltd
(A Government of India Enterprise)
Administration Department
21, Netaji Subhas Road
Kolkata - 700 001

Engagement of Car Rental Agencies

At

Balmer Lawrie & Co Ltd
21 Netaji Subhas Road, Kolkata 700001

Tender No. : [BL/HR/ADM/CARRNT/PT/201920/0003](#)

Due Date: 16th March 2020 up to 06.00 PM

PART - I
(UNPRICED PART)

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NOTICE INVITING TENDER

Tender No. [BL/HR/ADM/CARRNT/PT/201920/0003](#)

M/S BALMER LAWRIE & Co LTD invites Online Bid from competent, experienced and resourceful cab agencies only for the job captioned in subject **at Balmer Lawrie & Co. Ltd at 21 Netaji Subhas Road, Kolkata – 700001.**

SCOPE OF WORK

Our endeavour is to select at least three Car agencies simultaneously to meet our daily operational requirement @ L1 rates in each segment (refer to the Annex- 7), terms & Conditions, in consideration with the availability of the car at any moment of time (24 hrs a day). Balmer Lawrie also reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders without giving any notice or assigning any reason. The decision of Balmer Lawrie, Kolkata in this regard shall be final and binding on all.

CONTRACT PERIOD

The contract shall remain valid for a period of 3 (Three) year with effect from the date of our Work Order, which can be extended by a further period of 1 (one) year subject to satisfactory performance with same rate, terms & condition after mutually agreement with all the vendors.

TENDER DOCUMENTS

Tender Documents comprises two parts viz. Part-I (un-priced) and Part-II (priced). The Un-priced Part consists of Notice Inviting Tender, Conditions of Contract, and Technical Specification. The Priced Part consists of Priced Schedule. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority. Any clause defining offline bid submission in the tender document shall not be considered. For any clarifications please contact **Sri Dilip Kumar Das, Head (Administration & CSR)**, Email das.dk@balmerlawrie.com , and ph. no. 033- 22225401. The bidder has to keep track of any changes by viewing 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.

TENDER SUBMISSION

Price Bid to be submitted by online mode through <https://balmerlawrie.eproc.in>. ***Tenderer are requested to register on that site through their digital certificate (sign in & encryption both required)***. After submission of bid online, the bidders are requested to submit the originals of DD/BG towards EMD, Tender Fee to the tender inviting authority before opening of un-priced bid and other uploaded documents at the time of concluding agreement. The bidder shall invariably furnish the original DD/BG to the tender inviting authority before opening of un-priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/ fabricated/ bogus, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. The bidder is requested to get confirmed acknowledgement from the tender inviting authority as a proof of hardcopies submission to avoid any discrepancy. The bidder has to attach the required documents after downloading the same as required by the tender inviting authority in its tender conditions.

Bidders found defaulting in submission of hardcopies of original DD/BG for EMD and Tender Fee to the tender inviting authority on or before the tender stipulated time for un-priced bid opening and other uploaded documents before concluding the agreement will be suspended/ disqualified from the participating in tenders on e-procurement platform, for a period of 12 months from the date of bid submission.

The bidder 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. Balmer Lawrie & Co Ltd and **C1 India** (service provider) are not 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.

**HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))**

Please email your issues before your call helpdesk. This will help us serving you better.

**Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road,
Kolkata - 700 001**

Dedicated email : [blsupport\[at\]c1india\[dot\]com](mailto:blsupport@c1india.com)

Dedicated Helpdesk for Balmer Lawrie

<u>Contact Person</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>	<u>Helpdesk Nos are open from</u>
1. Mr.TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	SAT

Escalation Level 1

Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
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Escalation Level 2

Mr. Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007
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The hardcopies (Non-Priced Part) as explained above should reach the office of **Head (Administration & CSR), Balmer Lawrie & Co. Ltd, 21, Netaji Subhas Road, Kolkata-700 001**, on or before the due date i. e **16th March 2020 up to 6.00 Pm** of submission of tender.

EARNEST MONEY DEPOSIT CUM SECURITY DEPOSIT

Un-priced Part should be accompanied by Rs. **20000.00** (Rupees twenty thousand only) towards earnest money deposit through online in favor of **M/s Balmer Lawrie & Co Ltd** payable at **Kolkata** as per format enclosed. No interest to be paid on EMD.

Public Sector Enterprises and Small-Scale Units registered with National Small-Scale Industries are exempted from payment of Earnest Money Deposit and Tender Fee. Bidder to submit necessary document (copy of Certificate of Registration from NSIC, SSI, SME) to claim waiver of Tender Fee & Earnest Money Deposit. Please refer Annexure-6 for detail notification of Online EMD.

EMD amount of Rs. 20000/- will transform to an interest free security deposit for successful bidders which will be retained by Balmer Lawrie throughout the contract period.

TAXES & DUTIES

Rates quoted shall be exclusive of GST & duties, which will be paid extra 5%.

NON-CONFORMANCE

Tenders not conforming to the above-mentioned requirements are liable to be rejected.

VALIDITY OF OFFER

Tenders shall keep their offer valid for a period of **120 Days** from the date of opening of Technical bid.

RIGHT OF ACCEPTANCE / REJECTION

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,

Yours faithfully,

for **BALMER LAWRIE & CO. LTD.**

(DILIP KUMAR DAS)

HEAD (ADMINISTRATION/CSR)

CONDITIONS OF CONTRACT

1.0 DEFINITIONS

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings respectively assigned to them namely,

- 1.1 The "Owner/Client" shall mean M/s **Balmer Lawrie & Co. Ltd**; a company incorporated in India and having its Registered Office at 21, Netaji Subhas Road, Kolkata - 700 001, and shall include its successors and assigns.
- 1.2 The 'Project/Job/Contract' shall mean "Engagement of car rental agencies for Balmer Lawrie Corporate HO at 21 NS Road, Kolkata – 700001 as and when required".
- 1.3 The 'Engineer-In-Charge'/'Engineer' shall mean the Engineer /Officer authorized by the 'Owner' for the purpose of the contract for overall Supervision and Co-ordination of duty activity and certification of billing.

2.0 DETAILS OF HARD COPIES TO BE SUBMITTED ALONG WITH THE TENDER

The tender, as submitted, shall consist of the following:

- (a) Un-priced Tender Document duly filled in and signed by the Tenderer as prescribed in different clauses of Tender documents. Price bid format shall require to be downloaded. Quoted Price to be filled in the hard copy by the bidder with stamp and signature in each page, scan and upload the same. No hard copy of price bid shall be submitted.
- (b) Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer/HR Manager) of the person who has signed the tender.
- (c) EMD
- (d) Valid PF Certificate along with latest challan
- (e) Valid ESI certificate with latest challan
- (f) Company owned commercial vehicle details with registration no. Our requirement is bidder should own minimum either 15 nos. commercial Sedan car (Dezire, accent, zest, etios, altis, honda city etc.) or minimum 15 nos. commercial SUV/MUV (Innova, Fortuner, XUV 500, Xylo, ertiga etc.) with **Kolkata registration** not before 2017. Details to be given in bidder's letterhead duly stamped & signed from signing authority.
- (g) The tenderer will have to make a service agreement as per annexure-5, with Balmer Lawrie & Co. Ltd on terms and conditions of the contract on a Rs. 100/- stamp paper, the cost of which will be borne by the contracting agency/firm/company.
- (h) Last FY (18-19) IT return copy. Minimum avg. annual turnover must be Rs. 40 lakhs & above in FY.

3.0 RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of job as per price bid. The rate should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly, if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.

- (d) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorised representative thereby indicating that each and every page has been read and the points noted.

4.0 RIGHT TO ACCEPT OR REJECT TENDER

The Owner reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the tenderer(s) in the manner the Owner considers suitable. The work may be split up if considered expedient. It may please be noted that bids of any tender may be rejected if a conflict of interest between the bidder and the Company/ its employees is detected at any stage.

5.0 GENERAL CONDITION

- a) The vendor shall be responsible for the safety of his workmen and should follow all rules and regulations pertaining to PVD Act. In case of any damage to property or persons, the contractor shall be responsible and should take out necessary personal insurance policies for this purpose. The vendor should take comprehensive Insurance Policies for all vehicles.
- b) Night halt charges will be applicable in each booking beyond 12:00AM, on the booking date.
- c) Standard Garage in & Garage Out kilometre will be applicable in each booking on the basis of reporting at our Head office at 21 NS Road, Kolkata- 01 i. e. 10 km or 1.5 hrs. (To & Fro trip). Other than that reporting location, Garage in/ Garage Out charges will be paid as actuals vide Google maps distance. No minimum booking charges will be applicable in each trip.
- d) Cancellation charges will only be applicable for cancellation of a trip less than equal to one (01) hour from the reporting time of that particular trip. For that cancellation can be done in any mode via telephone or mail by the competent authority of Balmer Lawrie. Cancellation charges to be paid as charges of 15Km + GST extra. For cancellation, no other charges will be borne by the company.
- e) Parking and toll to be paid by the bidder which is to be countersigned by the guest and to be submitted along with that particular bill. Without guest signature in duty slip and parking/toll no payment shall be processed.
- f) Vehicles having only Yellow marked number plate with valid road tax & insurance certificate should be placed in each trip.
- g) All the bidders have to quote for each segments of car with complimentary AC service during trip.
- h) Any breakdown while on duty the vendor has to arrange for an alternate vehicle or reimburse taxi fare up to destination point.
- i) Drivers in each segment must have proper uniform with mobile connectivity.
- j) Request of car duties will be intimated by email or SMS or Office Order, will be sent to the Agencies minimum sixty (60) minutes before the reporting time.
- k) The Agency/ Contractor shall be responsible for any injury or loss caused to the workmen engaged by the Agency/ Contractor in the due performance of the work as specified in this Tender.

6.0 DEPLOYMENT OF DRIVERS

The driver /staff engaged by the Agency shall not be considered as employees of the BL and the staff will not claim for any kind of right regarding the employment on the BL and other related benefits.

The driver so engaged by the Agency for BL should behave in a good disciplined manner with the employees of BL. If any staff does misbehave with any employees of BL, the Agency is required to take necessary action against him/her and if advised by BL, the staff is required to be removed by the Agency immediately from the duty.

The Agency/ Contractor shall be responsible for providing necessary support to their staff as may be required for effective performance of the work or as may be suggested by the Officer In charge of BL and BL shall not bear any cost or responsibility whatsoever in the matter. Without Uniform and essential items, the staff will not be allowed to perform the duty.

The agency/ Contractor must issue identity card with photo, name etc, which they are required to display while in the duty of BL.

The staff of the Agency/ Contractor shall invariably wear proper and clean uniform to be provided by the Agency while on duty and they shall be well dressed and keep a nameplate written legibly above the pocket of their shirts. The cost on this account shall be borne by the Agency.

BL shall not provide any residential accommodation in the premises for staff employed by the Agency.

The agency/ Contractor shall ensure compliance of all applicable statutory Rules & shall indemnify BL against any such claims from its workmen or their family members.

The agency/ Contractor shall be responsible for the safety & security of its employees & shall comply with all applicable Safety rules & regulations.

The Agency/ Contractor shall ensure all the personnel employed at his own cost for the execution of the work against any personal injury that may be sustained during the execution of the work and BL shall not defray such expenses / cost on account of such Insurance cover.

The Staff of the Agency/ Contractor shall not cause any annoyance or nuisance while discharging duties at the premises.

The Agency will be responsible for having valid driving licences for all drivers, valid tax token, and insurance policy (comprehensive) for the vehicle/s.

7.0 TERMS OF PAYMENT

The rates quoted as per Annex: - 7, should be as per KM/per Hour basis in each segment (whichever is higher) which include all expenses and Government Taxes, or any other taxes levied by the Government as per prevailing rate applicable from time to time excluding GST extra (5%) as applicable and Parking/toll Fees (payable as actual).

BL shall make payment within thirty days from the date of submission of bills by the agency with signed duty slips

If any dispute arises regarding interpretation of any of the provisions of the contract or the implementation of the contract or any matter emanating out of the contract to take place with the successful bidder, the decision of Director (HR & CA), Head Office shall be final and binding to the agency.

Payment of bill to the Agency shall not be made in advance in any case.

Income Tax with surcharge shall be deducted at source as per rules. 5% GST will be applicable extra.

8.0 INSURANCE & INDEMNITY

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

(i) Insurance for Works and Contractor's Equipment

Contractor shall take out an All Risk Insurance policy in the joint names of the Owner and Contractor (Owner as the first beneficiary) including third party liability, against loss or damage from any cause covering the work executed to the estimated current contract value or Owner can directly take a 'contractors all risk' policy and recover the cost of such insurance from Contractor's dues.

The Contractor shall insure their Equipment against all loss or damage.

(ii) **Workmen's Compensation and Employees' Liability Insurance:**

Insurance shall affect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

9.0 FORCE MAJEURE

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, was fires, floods, riots or illegal strikes.

10.0 ARBITRATION

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. 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 paid equally by both the parties.

11.0 RIGHT OF OWNER TO TERMINATE THE CONTRACT

(i) If the Contractor being an individual or a firm commits any 'Act of Insolvency' or shall be adjudged as insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court or shall be unable to carry out and fulfil the contract and to give security therefore, is so required by the Engineer-In-Charge.

Or if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or charge, encumber or sublet this contract without the consent in writing of the Engineer-in-Charge first obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the Contractor thereunder.

Or if the Engineer-in-Charge shall certify in writing to the Owner that the Contractor -

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Engineer-in-Charge written notice to proceed or
- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or

- d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-in-Charge under these conditions or
- e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or

has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Contractor requiring the Contractor to observe or perform the same, or

- f) has to the detriment of good workmanship or in defiance of the Engineer-in-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
- g) has failed to comply with the Engineer-in-Charge's instructions, or
- h) has in the opinion of the Engineer-in-Charge committed any breach of this Contract, then and in any of the said cases the Owner with the written consent of the Engineer-in-Charge may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor terminate the Contract, but without hereby affecting the right of the Owner of the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the contractor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Contractor. And further, the Owner by its agents or servants shall be titled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other contractor and the Contractor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-In-Charge shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within the period of 14 days after receipt thereof by him, the Owner shall sell the same either by public auction or a private sale and shall be given credit to the contractor for the amount realized. The Engineer-In-Charge shall thereafter ascertain and certify in writing under this hand what (if anything) shall be due or payable to or by the owner, the expense or loss which the owner shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified, shall thereupon be paid by the owner to the Contractor or by the Contractor to the Owner, as the case may be and the Certificate of the Engineer-In-Charge shall be final and conclusive and binding on the parties hereto. In the event of termination under this Clause, the Owner shall not be bound by any provision of this Contract to make any further payment to the Contractor until the said works are completed.

- (ii) Owner shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the Owner the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified and approved by

Engineer-in-Charge and of the value of the Work done to date by the Contractor shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Contractor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the Owner.

- (iii) Should the Contract be determined under sub-clause of this clause and the Contractor claims payment to compensate expenditure incurred by him in the expectation of completing the Work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to the satisfaction of the Engineer-in-charge. The Owner's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Contractor.

Annexure 5 :

INDEMNITY BOND

INDEMNITY BOND

This INDEMNITY made this _____ day of _____ 2020 between (Hereinafter referred to as the “Indemnifier”, which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns) of the ONE PART and..... (Hereinafter referred to as “the Company” which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART

WHEREAS

Whereas by our Car Rental Services contract agreement dated _____ between _____ and _____. I/ We agree to provide Car rental services for the period of Three Years, up to 31st March 2023, strictly as per the terms and conditions mentioned in **the tender reference no-**

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the premises, we, the Indemnifier hereby agree and undertake to indemnify and keep indemnified the Company, its Directors/Employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the Company and/or its Directors/Employees by anyone whomsoever or which the Company may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier

IN WITNESS WHEREOF THE above named (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above

Signed and delivered by the within named

.....
.....

IN THE PRESENCE OF

Signature(s) of the Indemnifier(s)

WITNESS:

Place: -

Date:-

Annexure 6 : Online EMD

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://balmerlawrie.eproc.in> ("Website"). Each User is therefore deemed to have read and accepted these Terms and Conditions.

1 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
- a) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- a) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or
- a) to investigate, prevent, or act 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

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

- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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:
- j) 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.
- j) 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

- ii. 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.

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 has 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.

PART-II PRICED PART

BALMER LAWRIE & CO LTD
(A Govt. Of India Enterprise)
NOTICE INVITING TENDER
TENDER NO. – DATED
DUE ON BY 6:00 P.M.

ANNEXURE-7

PRICE BID

Type of Vehicle (not beyond 2017 registration)	Per Km [Rs. In INR]	Per hour [Rs. In INR]	Night Halt Charges [Rs. In INR]
Indigo / Dezire /Ascent/Zest			
Honda City			
Corolla Altis / Fluidic Verna / Honda Civic /			
Innova / XUV 500/Xylo			
Audi / Mercedes Benz			

[PER KM/PER HOUR, paid whichever is higher]

GST will be paid extra 5%.

L1 will be selected on the basis of the price quoted by each bidder in each segment as per the above chart.

I / We do hereby confirm that the above-mentioned rate for each service as per the scope of work specified in this Tender document is inclusive of all (other than parking fees and GST as applicable) shall be valid for three years.

Stamp & signature of the bidder

Place: -

Date: -

