



बामर लॉरी एण्ड कं. लिमिटेड  
**Balmer Lawrie & Co. Ltd.**

**Notice inviting Tender for engagement of Agency for Mechanic/ Customer Loyalty program Management including QR (Quick Response) Code coupon supply along with enabling software and server space (end to end solution including mechanic / customer user registration processing, payment to mechanics / customers against coupons and rewards) for Balmerol branded Greases and Lubricants small packs.**

TENDER NO. : GLK/TE20/012, dated 29.05.2020  
TENDER PUBLICATION DATE : 29.05.2020  
TENDER DUE DATE : 19.06.2020 at 17:00 Hours IST  
TENDER HOSTING WEB SITE : <https://balmerlawrie.eproc.in>  
<https://www.balmerlawrie.com>  
<https://eprocure.gov.in>  
TENDER COST : NIL (Free download from BL website)  
TENDER QUERY : Aryya Kanti Naha  
[naha.ak@balmerlawrie.com](mailto:naha.ak@balmerlawrie.com)  
ADDRESS : P-43, Hide Road Extn.  
Kolkata – 700088

**CONTRACT PERIOD** : Contract will start with 3 months trial and upon successful completion of 3 months trial from the date of LOI/PO [Trial to start tentatively from Aug 01, 2020 or earlier] as certified by user department , Contract will continue for another 3 years from the date of completion of trial. The contract can be extended on mutual agreement for another period of two years maximum upon consent of both the parties in writing.

**The tendered item (both materials and services) is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item (both materials & services) on GeM.**

**Disclaimer**

*The information contained in the Tender document or information provided subsequently to applicants, whether verbally or form by or on behalf of Balmer Lawrie & Co. Ltd. is provided to applicants on terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided*

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## SECTION-1: INVITATION FOR BIDS

### 1. Tender Schedule:

<b>Tender No. &amp; Date</b>	<b>GLK/TE20/012, dated 29.05.2020</b>
<b>Job</b>	Tender for Mechanic/ Customer Loyalty program Management including QR Code coupon supply along with enabling software and server space (end to end solution including mechanic / customer registration processing, payment to mechanics / customers against coupons and rewards) for Balmerol branded Greases and Lubricants small packs. <hr/>
<b>Cost of Tender Document</b>	Nil (Free Download from the tender site)
<b>Tender Publication Date</b>	<b>29.05.2020</b>
<b>Pre Bid Queries by</b>	<b>15.06.2020 before 18:00 Hours IST</b>
<b>Tender Submission Date</b>	<b>19.06.2020 at 17:00 Hours IST</b>
<b>Place of Submission of Bid</b>	<p><b>Unpriced / Technical Bid –To be submitted online as well as hard copy</b></p> <p>Aryya Kanti Naha, Senior Manager[SCM] Balmer Lawrie &amp; Co. Ltd, SBU: Greases &amp; Lubricants P 43 Hide Road Extn, Kolkata 700 088. Tel : (033) 24500110, Email : <a href="mailto:naha.ak@balmerlawrie.com">naha.ak@balmerlawrie.com</a></p> <p><b>Price Bid -To be submitted online only at</b> <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a></p> <p><b><u>The bid will be rejected if the Price Bid is submitted in hard copy</u></b></p>
<b>Technical Query</b>	Interested bidders can send emails to <a href="mailto:naha.ak@balmerlawrie.com">naha.ak@balmerlawrie.com</a> for any query, or meeting through video conferencing or telephone calls before 15.06.2020 till 1800 Hours IST.
<b>Bid Security / Earnest Money Deposit</b>	<p>Rs.70000/- (Indian Rupees Seventy Thousand only). – No interest is payable on EMD</p> <p>Registered micro and small enterprises shall be exempted from furnishing EMD, subject to their submission of their registration details. EMD has to be submitted either online by electronic transfer or through Demand Draft drawn in favour of "Balmer Lawrie &amp; Co Ltd" payable in Kolkata with the pre-qualification bid. Pre-qualification bid without EMD shall be rejected. The EMD shall be refunded to the unsuccessful bidders within 15 days of finalization of order under this tender. The EMD of successful bidder(s) shall be retained till the submission of SD. The EMD amount may be adjusted against SD on written request of the bidder.</p>
<b>Validity of Bid</b>	120 days from the tender submission date.

2. Balmer Lawrie & Co. Ltd (BL) invites online bids from eligible bidders for “Tender for Mechanic/ Customer Loyalty program Management including QR Code coupon supply along with enabling software and server space (end to end solution including mechanic / customer registration processing, payment to mechanics / customers against coupons and rewards) for Balmerol Greases and Lubricants small packs.”. You are requested to submit your offer in a Two-part online bid for the subject as per the Technical specifications, Functional requirements, Scope of Work and terms & Conditions mentioned in this Tender document.
3. The bidder can download the bidding documents from website at <https://balmerlawrie.eproc.in>.
4. It shall be the responsibility of the persons submitting the bid to ensure that the bid has been submitted in the specified format and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of BL. In case any tampering / unauthorized alteration is noticed in the bid submitted from the bidding document available on the BL Website, the said bid shall be summarily rejected and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder may be separately indicated for acceptance in a deviation note or otherwise as proposed by BL.
5. Bidders are required to submit their bids online in two parts:
  - i. Unpriced / Technical Bid &
  - ii. Price Bid

**Unpriced / Technical Bid:** This should contain all the required supporting documents against Pre-Qualification criteria for the bidder along with the Unpriced / Technical Bid form. The full set of Unpriced / Technical Bid bid is to be uploaded online and submitted offline in a **sealed envelope** duly super scribed with the "Tender Number GLK/TE20/012 DT: 29.05.2020 “Unpriced / Technical Bid " within the due date to Sr. Manager [SCM], Balmer Lawrie & Co. Ltd., SBU : Greases & Lubricants, P-43, Hide Road Extension, KOLKATA - 700 088

**Price Bids:** Price bid is to be submitted (filled in) online **only** at <https://balmerlawrie.eproc.in>

The bid will be rejected if the Price Bid is submitted in hard copy / e-mail / FAX / or if scan copy is uploaded in <https://balmerlawrie.eproc.in> along with Unpriced / Technical Bid.

6. **Earnest Money Deposit [EMD]** of ₹ 70000/- (Indian Rupees Seventy Thousand only). – No interest is payable on this EMD. Eligible Registered micro and small enterprises shall be exempted from furnishing EMD, subject to their submission of their registration details. EMD has to be submitted through either online electronic transfer (Method described in Annexure V) or through Demand Draft drawn in favour of "Balmer Lawrie & Co Ltd" payable in Kolkata with the pre-qualification bid. Pre-qualification bid without EMD shall be rejected. The EMD shall be refunded to the unsuccessful bidders within 15 days of finalization of order under this tender. The EMD of successful bidder(s) shall be retained till the submission of SD. The EMD amount may be adjusted against SD on written request of the bidder.
  - 6.1. Any bid not accompanied with the prescribed bid security/EMD, shall be rejected by BL as non-responsive.
    - a) Please note, EMD will be exempted for vendors, who furnish a valid Micro & Small Enterprises (MSE) registration certificate covering tendered item(s) - goods and services that are proposed to be procured. Following exemptions till such time it is valid/in force as per notification/circular issued by Govt. of India, may be considered while tendering in respect of vendors coming under the definition of “Micro & Small Enterprises (MSE)”. Qualification Criterion: MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry’s circular no F: No.21 (17)

/ 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. The MSE registration to specify manufacturing / services of the tender item(s).

- b) Registered MSE vendors shall be exempted from need to furnish EMD, subject to their submission of registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.
- c) MSE vendor registered as manufacturer/ supplier of the said goods/services in subject tender would be only considered as MSE vendor for this tender.
- d) MSE vendor must qualify as Micro & small enterprise as per the latest government definition / guidelines in force on the order placement date.

6.2. EMD is liable to forfeiture if:

- a. In the event of withdrawal of offers during validity period of the offer.
- b. Non acceptance of Contract/Purchase Order.
- c. Non confirmation of acceptance of Contract/Purchase Order within the stipulated time.
- d. Any unilateral revision made by the bidder during the validity period of offer.
- e. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- f. Non submission of Security Deposit.

**7. Conditions for Start-up Companies**

- a. Subject to meeting the Quality, Technical Specifications, BL may consider allowing the participation of relevant “Start-up” companies, who are capable of executing the contract as per technical specifications / perform the job as per scope of work specified in the tender and subject to meeting extant and relevant guidelines of Govt. of India. This should be confirmed and substantiated in the Techno Commercial Bid.
  - b. Prequalification Criteria with respect to “period of existence, prior experience & financial stability” may be relaxed for Start Ups as per the Govt. of India guidelines.
  - c. The bidder who intends to participate as “Start Up” company should enclose the “Certificate of Recognition issued by Department for Promotion of Industry and Internal trade (earlier DIPP), Ministry of Commerce & Industry, Govt. of India during submission of Techno Commercial Bid. **Without DIPP CERTIFICATE THE BIDDER WILL NOT QUALIFY AS A START UP COMPANY**
  - d. Start – up Companies who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under conditions for Micro and Small Enterprises elsewhere in this tender.
8. BL does not take any responsibility for any delay in submission or non-submission of online bid/EMD due to connectivity problems or non-availability of website. No claims on this account shall be entertained.
9. Incomplete tenders shall be liable for rejection without seeking any further clarification. BL also reserves the right to reject any or all tenders without assigning any reasons whatsoever.
10. ***Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the Tender process at any time [whether before or after tender submission date] due to any unforeseen/ Unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the Participants/ bidders in said tender for the same.***

## SECTION-2: INSTRUCTION TO BIDDERS

2.1	General Definitions
2.2	General conditions of the Tender & General Instructions to Bidders for E-Tendering

### 2.1 General Definitions

- 2.1.1 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-
- a. Balmer Lawrie & Co. Ltd shall mean a Company registered under Indian Companies Act 1956, with its Registered Office at 21, N.S Road, Kolkata 700001 and its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
  - b. "SITE" shall mean the place or places, including Project site where the system will be delivered and installed
  - c. "CONTRACTOR" shall mean the individual, or firms who enters into this Contract with Balmer Lawrie and shall include their executors, administrators, successors and assigns.
  - d. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, etc., pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
  - e. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by Balmer Lawrie.
  - f. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
  - g. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Bidder, etc.
  - h. Complete documentation (Solution Deployment along with relevant technical literature and data sheets pertaining to scope of work as mentioned in SECTION 4 (Business Requirement section)).
  - i. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by Balmer Lawrie and incorporated in the Agreement.
  - j. "VALIDITY OF THE CONTRACT" The contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of Balmer Lawrie.
  - k. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

Relevant portions in the documents submitted in pursuance of eligibility criteria should be highlighted and a summary table containing reference to relevant sections of the response for easy identification of the same should also be submitted. If bid is not accompanied by all the above documents mentioned, the same may be liable for rejection.

Bidders are expected to submit all necessary documents in support of fulfillment of eligibility criteria. However, in case any further document is found necessary for proper assessment, the bidder may be asked to furnish the same within the technical evaluation period at the sole discretion of BL.

- 2.1.2. The above mentioned general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. shall be considered as an extension and not in limitation of the obligations of the Contractor. In case of discrepancy, if any, between these conditions the precedence shall be as stated elsewhere in the special conditions of contract.

- 2.1.3. Complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor at his declared address / declared email or to his authorized agent / representative.

## **2.1 General Conditions of the Tender & General Instructions to bidders for E-Tendering**

- 2.2.1** Bidders are expected to observe the highest standard of ethics in obtaining and execution of this Contract. In pursuit of this policy, BL will reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows:

- “*corrupt practice*” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution;
- “*fraudulent practice*” means a misrepresentation of facts in order to influence the procurement process;
- “*Collusive practice*” means designs to establish bid prices at artificial, non- competitive levels to deprive BL of the benefits of competition.

### **2.2.2 Cost of Bidding**

There will be no cost of the Tender Document. However bidders have to submit EMD as mentioned in the relevant clause.

### **2.2.3 Expenses**

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of Bid shall be borne by Bidder. BL in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process

### **2.2.4 Discrepancy in Tender Document**

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the Tenderer shall bring it to the notice of the BL officer for necessary clarification / action before 15.06.2020. In the event such matters are referred to later the decision of the BL Officer directing the manner in which the work is to be carried out shall be final & conclusive and the tenderer shall carry out work in accordance with this decision.

If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

### **2.2.5 Amendment of bidding documents**

BL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the Bid submission date may be extended at the discretion of BL. Any amendments/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com), <https://balmerlawrie.eproc.in> and related Govt. of India websites, where these tender is floated. Interested vendors should regularly visit these websites for any updates. BL is not liable in case the bidder(s) fail to make note of such amendments.

- 2.2.6** Bidder can seek any clarification on NIT document through emails to naha.ak@balmerlawrie.com as per the Pre Bid clarification dates mentioned in this tender, clearly mentioning the bidder name, Tender no. etc. before 15.06.2020.

### **2.2.7 Documents accompanying the Technical bids**

The technical bid should contain the following but not limited to:

- a. Bid form (Unpriced / Technical Bid bid submission letter) – This should be signed by an authorized person holding Power of Attorney to act on behalf of the Bidder.
- b. Copy of such Power of attorney to be attached along with the Technical Bid
- c. Response and proof pertaining to Mandatory Qualifying Criteria.
- d. BL's NIT duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions mentioned in this document .
- e. All Forms and Annexures attached duly filled and signed and stamped.
- f. Individual item needs to be clearly mentioned as Material, Hardware, Software or Service.
- g. Complete documentation (Solution Deployment along with relevant technical literature and data sheets pertaining to scope of work as mentioned in Business Requirement section).
- h. Product brochures and cross reference document pertaining to technical specification (as relevant).
- i. Non-Disclosure Agreement (NDA) form (Specimen enclosed) duly signed by the Authorized signatory (to be submitted by successful bidder within 15 days of issue of contract / Purchase Order before trial run).

Relevant portions in the documents submitted in pursuance of eligibility criteria should be highlighted and a summary table containing reference to relevant sections of the response for easy identification of the same should also be submitted. If bid is not accompanied by all the above documents mentioned, the same may be liable for rejection.

Bidders are expected to submit all necessary documents in support of fulfillment of eligibility criteria. However, in case any further document is found necessary for proper assessment, the bidder may be asked to furnish the same at the sole discretion of BL.

## 2.2.8 Directions for online bid submission

Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

- i. Bidders are advised to log on to the website (<https://balmerlawrie.eproc.in>) and arrange to register themselves at the earliest.
- **Registration with e-Procurement platform:**  
For registration and online bid submission bidders may contact the following personnel (HELP DESK of M/s C1 India Pvt. Ltd.) or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>.

Name	E-mails	Phone Numbers	Availability (1000-1830 Hrs)
Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	Mon-Fri
Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-6374241783	Mon-Sat
Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	Mon-Fri
Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	Sat

Escalation Level	Name	Email ID	Phone Number
Level 1	Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071



<b>Level 2</b>	Mr. Sandeep Bhandari	Sandeep.bhandari@c1india.com	+91-8826814007

- **Digital Certificate authentication:**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate.

- ii. The system time (IST) that will be displayed on e-tender web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
- iii. Bidders are advised in their own interest to ensure that their bids are submitted in e-tender system well before the closing date and time of bid. If the tenderer intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

## **2.2.9 Disclaimer for e-procurement:**

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. No responsibility will be taken by BL and/or the e-tender service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BL officials.

## **2.2.10 Extension of bid submission**

Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

BL may however, at its discretion, extend this deadline for submission of bids in which case all rights and obligations of BL and Bidders will thereafter be subject to the deadline as extended. Information on deadlines would be uploaded in the website.

## **2.2.11 No Deviation**

Please note that this is a no deviation and no assumption bid. Bidders should abide by all the terms and technical requirement mentioned in this Tender or further corrigendum as and when issued.

## **2.2.12 BL and/or the e-tender service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.**

## **2.2.13 Submission of Hard copies**

**Under no circumstances the Price Bid should be submitted in physical form or scan copy uploaded along with technical bid.** The technical documents should however be submitted in hard copy or uploaded online the e-procurement site or both.

**2.2.14 Deactivation of Bidders**

The bidders found defaulting in submission of hard copies or EMD and other documents to the Tender Inviting Authority on or before the time stipulated in the tender will not be permitted to participate further in the tender.

**2.2.15 Tender Document**

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 In-charge.

**The bidder has to keep track of any changes by viewing the Addendum / Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. There will be no further communication on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.**

The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

**2.2.16 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. C1 India is 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. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

- a. Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the bids online.
- b. The bidders should furnish hard copies of all the uploaded documents, **except the Price Bid**. If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, cancellation of work and criminal prosecution.

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

Successful bidder shall be responsible for completion of the contract in all respect. Balmer Lawrie reserves the right to accept or reject any tender or part of tender or to reject all tenders without assigning any reasons thereof.

This is merely a request for quotation and carries no commitment / obligation to award the contract. NIT does not obligate BL to pay any costs incurred by respondents in the preparation and submission of the proposal. Furthermore, the NIT does not obligate BL to accept or contract for any expressed or implied services. Queries/Clarifications should be addressed by email to [naha.ak@balmerlawrie.com](mailto:naha.ak@balmerlawrie.com).

#### 2.2.17 Preliminary examination of bids

- a. BL will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the criteria specified in the Bidding Documents will be rejected by BL and shall not be included for further consideration. BL will also carry out a preliminary examination of any alternative bids submitted by Bidders.
- b. Prior to the detailed evaluation, BL will determine whether each bid is complete, and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents.

#### 2.2.18 Transfer of bid document

Transfer of bids submitted by one Bidder to another Bidder is not permissible.

#### 2.2.19 Important Notes to Bidders

- i. It is the vendor's responsibility to carefully review this document and understand the scope of work while quoting for the bid. Any hardware, software required for executing the project & not listed in this RFP, will be on vendor's account and bidder must take into account all such costs while submitting bids.
- ii. Jobs awarded under this contract or portion of it cannot be sub-contracted (if not declared in the bid) without the consent of BL. **Any Job which is to be sub contracted should be clearly mentioned / declared in the quotation by the bidder. The responsibility, liability, accountability and contract obligations (including all terms & conditions of the tender) will completely remain with the bidder. BL will have no transaction with the sub contractors of the bidder, neither BL will coordinate directly with the sub contractor for any issue, supplies etc. whatsoever.**
- iii. Bidder must ensure submission/upload of all the Mandatory Qualification and Unpriced / Technical Bid documents as mentioned along with the Technical Bid failing which the Bid is liable to be rejected.

#### 2.2.20 Risk Purchase

Balmer Lawrie reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation under the following conditions:

- a. If at any time during the currency of the contract, the contractor fails to render all or any of the supplies / services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor.
- b. To recover any money due from the Contractor, from any moneys due to the Contractor under this.
- c. To claim compensation for losses sustained including Balmer Lawrie's supervision charges & overheads in case of termination of Contract.
- d. If the contractor fails to perform to the satisfaction of BL, Balmer Lawrie may enter upon the site, expel the Contractor, and complete the work itself or by employing any third party at the risk and cost of the Contractor.
- e. Any sums due to Balmer Lawrie from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

### **2.2.21 Observance of Local Laws :**

- a. The Contractor shall comply with all applicable Laws, Statutory Rules, and Regulations etc.
- b. The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.
- c. The Contractor shall be responsible for the proper behaviour and observance of all Regulations by the staff employed.

### **2.2.22 Force Majeure:**

The following shall amount to force majeure conditions:-

- a. Act of terrorism;
- b. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- c. Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- d. Epidemics, pandemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- e. Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial disputes which is specific to the performance of the Works or the Contract.
- f. For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- g. Other similar causes / events over which the Contractor has no control.

#### **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

#### **Right of either party to terminate.**

If an event of Force Majeure occurs and its effects continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 90 (Ninety) days to the other party.

#### **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure. Time extension for such cases will be worked out appropriately.

If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 10 days from the date of occurrence thereof.

The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

Force Majeure conditions will apply on both sides.

#### **2.2.23 Prevention of Corruption/Penalty for use of Undue influence**

- a. Canvassing in any form or any attempt to influence directly or indirectly any official of Balmer Lawrie will lead to rejection of the bid.
- b. The Seller undertakes that he has not given, offered or promised to give directly, or indirectly, any gift, consideration, reward, commission, fee, brokerage or inducement to any person to the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the government of India of showing or forbearing to show favor or disfavor to any person in relation to the present contract or any other contract with the government of India. Any breach of the foreside undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offer by the Seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle
- c. The Buyer to cancel the contract and all or any other contracts with the Sellers and recover from the Seller the amount of any other loss arising of such cancellation. A decision of the Buyer or his nominee to the effect that breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe, inducement or any attempt at any such act on behalf of the Seller towards any officer / employee of the Buyer or to any other person in a position to influence any officer / employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the Buyer.

#### **2.2.24 Access to books of accounts**

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract, the Seller, on a specific request of the buyer, shall provide necessary information/inspection of the relevant financial documents/information.

#### **2.2.25 Arbitration**

- a. If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between Balmer Lawrie and the Contractor, the same shall be referred to as the sole arbitrator i.e. A nominee appointed by C&MD of BL in writing. The arbitration shall be conducted in line with the provisions in Indian ARBITRATION AND CONCILIATION ACT, 1996 (Amended in 2015). The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties.
- b. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be

operated till the decision of the arbitration is received.

- c. The place of Arbitration will be at Kolkata.

**2.2.26 Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force and only courts in Kolkata, India shall have jurisdiction over this contract.

**2.2.27 Indemnity**

The Contractor shall indemnify and keep indemnified Balmer Lawrie all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

**2.2.28 Foreclosure**

If at any time after acceptance of the tender BL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Project-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for work executed as certified by the internal review committee of BL.

**2.2.29 Disclosure**

The Bidder must declare whether the proprietors/ partners of the firm/ Directors of the limited company has any relation with any director of BL including its subsidiaries and Joint Ventures and if so, the details or the relation thereof must be disclosed in the bid response.

**2.2.30 Compliance with IT ACT 2000**

The bidder should strictly comply with different provisions of the Information Technology Act, 2000.

## SECTION 3 – PRE-QUALIFICATION CRITERIA

Parameter	Mandatory Qualification Criteria	Documentary Evidence
Existence	<p>The bidder should be registered at least 3 years (<u>at least 1 year for start-up companies</u>) before the tender closing date as follows:</p> <p>Either Companies registered under the Indian Companies Act, 2013 OR Partnership firms registered under the Limited Liability Partnerships (registered under LLP Act, 2008) OR Partnership firms registered under the Indian Partnership Act, 1932</p>	Copy of the Certificate of incorporation issued by Registrar of Companies/ Partnership Deed/ Trade License with full address of the registered office indicating the company / business entity is set up and registered at least 3 years ( <u>at least 1 year for start-up companies</u> ) before the tender closing date.
Financial Stability	<p>The bidder should have positive Profit Before Tax (PBT) in any two years during the last 3(three) financial years ending March 2019. (<u>This is not required for start-up companies</u>).</p> <p>The bidder organization should have a positive net worth for any two years in the last three financial years immediately prior to the date of NIT as evidenced by the audited accounts of the organization. (<u>This is not required for start-up companies</u>).</p> <p>The bidder should be solvent at least up to Rs. 50 Lacs.</p>	<p>Certified / Audited Balance sheet and P&amp;L statement of last three years in support of turnover and profitability.</p> <p>Annual Report or Certified / Audited Balance sheet and P&amp;L statement of last three years</p> <p>Bank solvency certificate of at least Rs. 50 Lacs from a Nationalized / Schedule "A" Bank.</p>
PoA	The bidder should furnish all relevant documents duly signed and office sealed by authorized signatory, failing which their bid shall stand rejected.	Copy of Power of Attorney (PoA) to show authorization of the person.
Not-Blacklisted	The bidder should not have been blacklisted by any Govt. / Central PSE / State PSE bodies.	A self-declaration by the bidder on the company's letterhead to be submitted
Experience	The bidder should have experience of at least two successfully completed / running digital loyalty program (end to end solution – may be excluding disbursement of coupon value to customers) for minimum one year duration with two ( <u>one for start-up companies</u> ) different customers / organizations. The two projects ( <u>one project for start-up companies</u> ) / campaigns said above should be spread over minimum of 4 states of the nation. Note: For completed assignments, the minimum period should be at least one year ( <u>six months for start-up companies</u> ) within last 3 years & for ongoing / continuing assignments, the minimum period of one year ( <u>six months for start-up companies</u> ) should be already completed.	Relevant Purchase Order and Project completion certificate from Customers of the referred projects / programs (as applicable) indicating period / duration of such program / campaign and the spread of the program / campaign in terms of number states covered in India.

## SECTION-4: BUSINESS REQUIREMENT

### 4.1 Project Introduction

#### About: Balmer Lawrie

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 153 years gone by, today Balmer Lawrie is a Miniratna - I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 1830 crores and a profit of Rs. 261 crores. Along with its five Joint Ventures and two subsidiaries in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Leather Chemicals, Logistics Infrastructure etc. In its 154 years of existence, Balmer Lawrie has been successfully responding to the demands of an ever changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry. This project is for SBU: G&L of Balmer Lawrie & Co. Ltd. with SBU Headquarter at P-43, Hide Road Extn., Kolkata 700088 for Balmerol branded small packs. The distribution network is spread all across the nation.

### 4.2 Current Infrastructure/Landscape

Balmer Lawrie is using SAP as ERP solution and Distributor management System in place.

### 4.3 Scope of Work (3 months trial period plus Contract period of 36 months or 3 years, Location: All India)

BL is looking for a readymade end to end solution to run its loyalty program for mechanics / customers through QR Code coupons and not interested to purchase the QR code coupons only. Hence, the interested bidder should have readymade end to end solution available with them which includes supply of QR code coupons, software & database support, mobile applications for android mobiles available on Google play store which have interface with the software and connected to server, hand holding facility for mechanic / customer registration / technical support / hand holding to BL sales team, facility to disburse payment through wallets / payment gateway against the scanning of QR coupons circulated in the market through small pack sales. Accordingly following are the bare minimum requirement.

#### 1. Specification of QR code coupon:

- A) Each coupon to contain unique QR Code printed on it along with a unique code (alpha-numeric) linked with QR Code and Balmerol logo in multi-color digital printing. The artwork to be developed by the vendor as per the requirement of BL. QR code and unique alpha-numeric code should run through a software to prevent any re-printing of codes to ensure no occurrence of duplicate codes.
- B) For packs 1 to 5 L of lubricating oils the QR Code printed on wad: To be in multi-color hi-resolution digitally printed on 80 GSM paper pasted on board, heat seal release wax coated once induction is done. The specification of printed wad and total thickness of the wad should match with existing specification as given below.



Dimensional Parameters		Standard	
1	Wad Material	Matt Lamination\0.9mm Board\12mic PET\30mic Foil\60mic LDPE	
2*	Diameter (mm)	36.00 ±0.1	
3*	Thickness (mm)	1.00 ±0.15	
4*	Weight (gm)	0.8 ±0.2	
5	Wad Structure	Matt lamination	As per standard
		Recycle Board (800gsm)	0.9mm
		Pulp Board(500gsm)	0.85mm
		Printing T & C	As per standard
		Wax layer	15 gm/m <sup>2</sup>
		PET	12 micron
		Aluminum Foil	30 micron
		LDPE	60 micron
*6	Printing matter	As per approved artwork and input files	

Non-Dimensional Parameters		
*Appearance	The wads should be clean printed with no wrinkles on it. The wads should be properly die punched with no excess burr on the cutting edges, no moon or half punched wads,	
*Sealing Test	Should perform on PE container, No leakage & board separation should be smooth & Wax should be completely absorbed	
*Oven Test at 50°C for 3hrs	Should not separate the board & aluminium Foil	
*Printing Quality	The Printing should be clear, without any Smudging as per approved artwork and inputs provided. Denominations value should be printed as per approved inputs received in the file and should be printed together to have proper linkage and mapping	
*Packing & despatch	Wads should be properly packed and despatched to the location ensuring no damage or bend to the wads during transportation & free from embedded materials inside the packing. Supplier details, Product Name, Lot number with manufacturing date and Best Before Date should be display on label of every roll. COA must be send with every consignment	
Food Grade	The component materials of wad should be food grade	
Good Resistance to:	Aqueous Media, Oils, Alcohols, Weak Acids and Alkalis, Chemicals and Dry Pharmaceuticals.	
Complies to the CFR'S	21 CFR 176	Pulp Board Substrate
	21 CFR 175.105	Adhesive
	21 CFR 170.3910 (A) EN 573	Al. Foil
	177.1520, 177.1330, 177.1310	Polymers

- C) For packs 6 L to 26 L of lubricating oils the QR Code coupons to be of circular shape of diameter preferably 35 mm +/- 5 mm digitally printed on 300 GSM Art Card with both side gloss lamination. The said coupons to be kept within the spout cap which is accessible once the cap of the spout pulled out.
- D) For all types of Lubricating grease packs, the coupons shall be of rectangular shape with dimension 70 X 45 mm (+/- 1 mm on both sides) so that it can be put inside the Grease packs. Thermal stability of the coupons: The polymer based coupon / synthetic paper of GSM 110 to 130 with both side lamination to be used such that the coupon can sustain a minimum temperature of 80 degree Celsius. The paper and printing should be such that the printed matter should not get de-faced or fade or run out on immersion in lubricating greases at up to 80 degree centigrade and also for long periods of time (24 months minimum).
- E) QR code should be able to capture / carry information like product name, product code, pack size, Batch No., manufacturing date, validity of coupon, coupon value etc. It should be able to carry further information, if required in future.

2. **Estimated quantity requirement of QR code coupons (in number of coupons):**

- A) **Estimated coupon consumption per annum will be tentatively 1500000 (15 Lacs) and for the full contract period will be 4500000 (45 Lacs).** Out of the estimated quantity, requirement of the wad printed coupons will be tentatively 12.33 Lacs per annum or 37 Lacs for the full contract period, circular shaped coupons (to be placed in spout) will be tentatively 0.67 Lacs per annum or 2 Lacs for full contract period and rectangular shaped coupons will be tentatively 2 Lacs per annum or 6 Lacs for full contract period. However the estimated quantities of each type of coupons is indicative only and can vary widely as per actual requirement of BL, which may be supplied as per periodic call up of BL. The quantities may also vary month to month or quarter to quarter or year to year as per the actual consumption of BL.
- B) The total annual estimated number of coupons mentioned above may also vary widely based on actual consumption of BL and to be supplied based on actual periodic call ups of BL. The quantity may also vary on year to year basis as per the actual consumption of BL. However, over the period of 3 years (Contract period), minimum confirmed quantity by BL is 1500000 (15 Lacs) coupons only, (i.e., confirmed total quantity) subject to satisfactory performance of the vendor and continuous supply of good quality coupons (as per agreed quality parameters). If the contract is pre-closed by either of the parties in writing with three months' notice to the other due to any reason whatsoever, BL will not be liable to accept the full contract quantity, i.e., 15 Lacs coupons from the vendor. The commitment to accept number of coupons and corresponding payment may be prorated / proportional to the number of months of the contract executed vis-à-vis total estimated number of coupons for 36 months (Contract period). For example, the contract is pre-closed after 24 months of execution, BL will be liable to accept 10 Lacs coupons only in place of 15 Lacs of total estimated coupons and BL will be liable to pay for 10 Lacs coupons only.

3. **Delivery terms for supply of QR Code coupons:**

The QR Code coupons to be delivered to our Silvassa Plant on FOR basis within 15 days of the periodic call ups of BL (For 1<sup>st</sup> call up, 30 days will be allowed to vendor to supply). Each and every call up of BL will mention the numbers of each types of QR code coupons required. The supplies to be compulsorily accompanied with the GST invoice.

4. **Liquidated Damage (LD) Clause applicable for supply of QR Code Coupons:**

If the vendor fails to supply within 15 days (30 days against 1<sup>st</sup> call up) of the placement of call up /schedule delivery date by BL, LD clause will be applicable with deduction of invoice value by 5% per week. For example, if the vendor fails to deliver the QR code coupons within 15 days of the call up, but supplies the material within next one week after the 15 days of scheduled delivery, 5% of the invoice value will be debited, if the vendor fails to supply within 15 days of the scheduled delivery and supplies materials beyond one week after scheduled delivery but before two weeks, 10% of the invoice value will be deducted and so on, up to maximum of 20% deduction on invoice value. However, after a maximum delay of 30 calendar days BL may take a decision of foreclosure of the contract and BL may on its discretion forfeit the security deposit of the vendor.

5. **Payment Terms against supply of QR Code Coupons:**

Payment against the supply of QR code shall be made within 30 days from date of receipt of the material and its corresponding GST invoice subject to quality acceptance.

6. **Software & database support for management of QR code coupons and for running the campaign:**

A supporting web based software to be provided by the vendor along with supply of QR code coupons for management of QR Code coupons and to run the campaign successfully. The vendor

also need to provide server space to run the web based software. The minimum features of the supporting software and server space should be as follows:

- A) The supporting software should be readily available with the vendor and to be customized or modified to suit the requirements of BL, if required. The customization / modification may be required to be completed within 30 days of placement of LOI / Contract.
- B) The software is at least capable of the following:
- Software should capture and map product name, pack size, batch number, manufacturing date, validity of coupon, coupon value etc. against each and every QR code and its corresponding numerical number code. May be capable to capture further information if decided later.
  - Registration of mechanics/ customers would be through this software when they first scan the QR coupon and should be able to capture the prescribed details of the Mechanic / customer including details required for making digital/e wallet coupon reimbursement.
  - Software should capture the QR code redemption data / status of each and every QR Code Coupon with details of the registered mechanic or customer redeemed the coupon.
  - The software should capable of handling at least two types of reward mechanism, one will be direct disbursement of coupon value to mechanic / customer when scanned by the mechanic / customer using his mobile and another is to allocate reward points (if required) against each purchase / scan which is kept in the database for calculating reward point accumulation for future redemption.
  - The software should be capable of handling modification of scheme including change in value of the coupons (coupon value may be re-defined as per the requirement of BL).
  - The software should allow only a single scan of a particular QR code coupon, multiple scanning will be not allowed. The 1<sup>st</sup> scan of the coupon will be considered as valid scan for redemption. For any subsequent scan, software to send message to the recipient “ as invalid coupon “
  - Software should be capable of generating different data / reports like coupon status, registered user details including address and location, credential of registered users in terms of repeat purchase, frequency of purchase, product purchased, reward point accumulation etc. The list of reports is not exhaustive and may add on as per the requirement of BL. The software should be capable of all such reports related to the said campaign with meaningful analytics.
  - The software should be linked with the mobile application used by mechanics / customers so as to fetch data and upload/update of the data in the application software on real time basis.
  - The software should be web based and kept in the vendor's server / hired server / cloud and should be accessible by BL nominated employees as users through website. The users may be of different types based on the extent to which access need to be provided (authorization matrix), like admin user(s), data entry user(s), report access user(s) etc.
  - The software to be capable of modifying the scheme for the campaign from time to time including modification in the value of coupons & validity of coupons assigned.
  - The software should be capable of providing to & fro communication process through Mobile application used by mechanics / customers through messaging provision. The BL should be capable of communicating with the mechanic / customer regarding modification of scheme, special offers, communication related to redemption of coupons and other rewards, launching of new product in the market etc., through the aforesaid notification facility, to be enabled by the Software Application via interface with the Mobile Application. Similarly the mechanic / customer should also be capable of communicating with BL regarding constraints, important feedback, complaints etc. BL also wish to generate auto messages to mechanics/ customers on their Birthdays, anniversaries etc. as a goodwill gesture. Software to communicate/send message towards milestone achieved by mechanics and how far he is from next reward milestone.

- C) The maintenance and upgradation of the software, if required during the contract period will be completely under the scope of the vendor.
- D) The software is not required to be integrated with BL SAP or BL DMS.
- E) The software offered by the vendor should be owned by the vendor should be free from any dispute and should be compliant as per any prevailing IT act of nation. BL will not take any liability of any dispute arising out of the offered software usage. Vendor should be liable for any dispute arising out of the usage of software by BL.
- F) The software to include a suitable standard database to store and retrieve data. The database used by the vendor should have proper valid license to use the same for the contract period. BL will not take any liability of any dispute arising out of the usage of the database by vendor for effectively running the software.
- G) BL will use the offered software as per the contract and will not own the same, however the data will be the property of BL.
- H) Data retrieval and migration: The vendor should ensure that (from day 1 to till date) all types of data, exhaustive in all respects, stored in the database of the software can be easily migrated to any other similar system or software and can also be handed over to BL as and when required in an usable format at any point of time.
- I) If the bidder suggests of the shelf product he has to submit an audit certificate issued by CERT In empanelled auditor. The same should be valid as on date of the submission of bid.
- J) Coding Standard - Developed software has to pass the security audit by CERT-In empanelled auditor. Therefore, the Tenderer has to maintain coding standard to pass the audit requirement. They should follow the government guidelines for website development. The Tenderer has to clear all the audit point raised by the auditor. The Site can go-live only when there is no pending audit point.
- K) Audit Gap Closure: The vendor is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the auditors /security system or Government agencies/ observations on security tools etc.
- L) Vendor is expected to provide compliance for all AUDIT observations as and when required and addressing of Audit gaps. The vendor is also expected to extend its support during third party audit, if any, for BL websites.
- M) Website Security Audit: The successful bidder must provide support in performing the website security Audit and perform Gap closure on yearly basis as per ministry guidelines.
- N) Website Security & Performance Monitoring: The selected vendor must maintain the integrity of the site against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software and passwords and social media postings regarding inappropriate Comments. This would include checking the content given by BL itself for in-built vulnerabilities or if they would cause vulnerabilities. An indicative list is provided as below, however the vendor may propose the industry wise best approach ahead:
  - ❖ Review various Custom DLL's for potential security breaches
  - ❖ Stop DDoS Attacks
  - ❖ Block Phishing Lure Pages
  - ❖ Identify DNS & WHOIS Changes
  - ❖ Real Time and Zero Day Patching
  - ❖ Monitor Changes to SSL Certificates / Installation of SSL Certificates
  - ❖ Actively Detect & remove Malware and Prevent Intrusions
  - ❖ Web performance analysis, Tuning of Database and Operating System
  - ❖ Review configurations for OS/web server and cakephp, provide recommendations
  - ❖ Health check and space utilization
  - ❖ Patch updates
  - ❖ Coordination with Hosting Partner to resolve hosting / performance / security patching related issues etc.
- O) Browser Compatibility - Browser compatibility should be at least Microsoft Edge, Microsoft Internet Explorer and Google Chrome.

7. **Suitable server space for running the supporting software and database:**

The vendor should provide a suitable server space to run the software and database for the purpose. The server space offered may be hired or owned by the vendor for the purpose and is completely managed by the vendor. BL will not take any liability of any dispute arising out of the offered server space usage. Vendor should be liable for any dispute arising out of the usage of server space by BL.

8. **Suitable Mobile based applications for mechanics / customers:**

The vendor should provide a suitable mobile applications for android mobile systems to be used by the mechanics / customers for the purpose of registration, scanning of QR codes and submitting, redemption of coupon value, redemption of reward points, view of reward point accumulation, messaging system etc.

- A) The mobile application should be readily available in Google play store with minimum size (should not exceed 50 MB) in terms of memory storage. The application and all its function to run in the mobile having Android 5.0 Lollipop and above versions. If the mobile app is compatible with IOS in addition to Android operating system, it will be considered as an added advantage. The Mobile App should run at a minimum speed and should not take unnecessary long time for execution of its features / functions.
- B) The mobile application to appear with Balmerol Logo / creative layout.
- C) Soon after download of the Mobile application, the registration page to appear where in registration to be done by the user with few mandatory details suitably marked with red star and optional details. The mandatory detail shall be Name, Mobile number, Address, Location etc. and all other details required to make disbursement of coupon value to user through wallet or Bank. The registration will be completed only after OTP verification of the mobile number followed by approval by BL Sales Team / BL nominated person. The optional details may include date of birth, date of anniversary etc., and upload photo of PAN Id. Auto Generated Congratulatory Message to be sent from system towards successful Registration.
- D) The mobile application to be integrated or have interface with the software & database for real time updating of data.
- E) The mobile application should allow only a single scan of a particular QR code coupon, multiple scanning will be not allowed. The 1<sup>st</sup> scan of the coupon will be considered as valid scan for redemption. , subsequent scan to give message to user as “invalid coupon “.

9. **Customer support facility for mechanic / customer / BL team for pre & post registration support:**

The vendor should provide a facility / hand holding procedure for 1<sup>st</sup> time mechanic / customer registration process and support post registration issues by engaging vendor's technical support Team or Key Accounts Manager. Each mechanic / customer registration to be assigned with a unique registration number.

10. **Payment terms against all other allied and essential services to be provided by vendor as stated above (other than Supply of QR Code Coupons) – May be called as administrative monthly charges:**

A fixed monthly consolidated payment for all the above services other than supply of QR Code Coupons to be made by BL. The GST invoice to be raised against the fixed payment for the month by the vendor and to be submitted to BL within 1<sup>st</sup> three working days of the next month so that BL may disburse the payment within 30 days from date of submission of invoice. No other incidental charges or any other charges apart from the fixed monthly rate to be entertained by BL in any circumstances.

**11. Disbursement of payment by vendor (on behalf of BL) for pre-paid top up & service charge to wallet / payment gateway service provider.**

- A) Vendor need to disburse the payment on behalf of BL for pre-paid top up (absolute utilizable value) + service charge + GST on service charge to wallet / payment gateway service provider. The arrangement with the wallet / payment gateway service provider to be done by the vendor. Please note that the service charge of the wallet / payment gateway service provider is considered as a cost to BL, hence included in price bid. Vendor need to quote the service charge in price bid after discussion with their proposed wallet / payment gateway service provider. The service charge to be considered only in the form of % of the disbursed value. [Illustration by example: Let's say BL approved a top up (absolute utilizable value) of Rs. 500000/=, the service charge of wallet / payment gateway provider is 1% of the disbursed value (say), GST on service Tax @18% (say). Then for a top up approved by BL, vendor has to pay Rs. 500000/= + Rs. 5000/= (service charge) + Rs. 900/= (GST on service charge) = Rs. 505900/=. BL shall reimburse Rs. 500000/= (absolute top up value) & Rs. 5900/= (service charge + GST on service charge) through two different mechanism (Please refer re-imbursement process).]
- B) Prior to top up payment, vendor should communicate to BL for requirement for top up payment (value recharge) well in advance (at least 10 days before – balance in wallet should be adequate for uninterrupted disbursement process to run for next 10 days) so that BL may take internal approvals for confirmation of top up payment. The vendor shall initiate top up payment (including calculated service charge on it) only after receiving clearance from BL through e-mail advising to go ahead for top up payment. Vendor to specify top up amount, balance available in the wallet and utilization report from last top up. [Utilization report: The disbursement details against last top up to be provided by vendor to BL. The details should contain the list of each disbursement made against each QR code coupon with reference to unique code against each QR code coupons. The details of the mechanic / customer to whom (name, registration number, mobile number etc.) disbursement made with location, wallet transaction details]. After receiving the request for top up with utilization report and balance confirmation, BL shall review and confirmation for the top up by specifying amount to be given to vendor. After BL's confirmation, vendor may go for top up payment.
- C) The immediate redemption of the QR code coupon value after scanning by the registered mechanics / customers to be done through the wallet / payment gateway. Payment to be disbursed to mechanic / customer only after valid registration being done. The payment may be done through wallets / payment gateway [The wallet / payment gateway mentioned here is considered as only those wallet which is generally used to pay in a wide range of retail outlet with all types of product / item without any restriction on any product purchase or any point of purchase. The wallet offered should not be restricted to any one particular type of product range or applicable to only one type chain shops or any one type of e-commerce purchase. The wallet / gateway service provider should be a general service provider for money transfer without any above mentioned limitation / restriction, (i.e., without any shop specific / without any retail chain specific / without any specific e-commerce platform)] The disbursement against the reward point accumulation as a result of repetitive purchases by any mechanic / customers to be done by the vendor as per SOP (Standard Operating Procedure to be developed by BL) subject to claim or redemption by the mechanic / customer.

**12. Re-imbursement terms against Wallet / payment Gateway pre-paid top up & their Service charges +GST paid by the vendor on behalf of BL.**

The re-imbursement to vendor against payment to wallet / payment gateway service provider to be done through two separate process. For pre-paid top up (without service charge with GST, absolute value which can be utilized to mechanic / customer disbursement) to be done on as and when required basis. For service charges with GST against amount disbursed to mechanics / customers on behalf of BL through Wallet / Payment Gateway to be done on monthly basis. The following process to be maintained in this regard.

- A) The re-imbursement should be completely interest free and to be reimbursed on actuals.
- B) The re-imbursement claim against top up payment to be raised by the vendor through Proforma Invoice along with proof of payment (absolute value that can be utilized for disbursement to mechanic / customers without service charge and GST thereon) paid by them to wallet / payment gateway service provider to maintain requisite balance. The vendor re-imbursement claim (Proforma Invoice) to accompany with the transaction details along with the copy of the supporting document (from wallet / payment gateway service provider) against which payment done by the vendor. The re-imbursement against the payment done by the vendor for top up (recharge) utilizable value without service charge & GST on service charge to be done by BL within 15 working days of submission of such claim.
- C) The re-imbursement against the service charge of wallet / gateway service provider + GST to be done by BL for each month's (month wise) within 15 working days of submission of such claim. The re-imbursement will be in actual service charge paid as per the disbursement of a month and GST on it. The vendor shall raise GST invoice to BL (indicating GST amount clearly with SAC no. so that BL can avail GST credit of the same) and to attach the copy of GST invoice of the wallet / gateway service provider as a supporting document.

**13. Service Level Agreement (SLA):**

- A) The vendor need to adhere strictly with the norms of service levels as follows. Vendor to allocate at least one technical resource to handle the issues related to software, database, server, and mobile application etc. to resolve issues raised by users. SLA for problem resolution should not be more than 24 hours from reporting. The escalation matrix should also be in place for handling the issues not resolved within stipulated timeframe.
- B) Number of downtimes (all put together for whatever may be reason) to be not more than 4 times or more than 4\*24 Hours in a particular year during the contract. However the downtime should not be more than 24 hours continuously at any point of time. If any downtime is required for maintenance, the same is to be informed by the vendor to BL well in advance at least 48 hours prior to such downtime with a message to all users regarding downtime.
- C) Other than the above mentioned downtime, the software, database, server, and mobile application etc. should be operational 24X7 during the full contract period (Vendor need to ensure 99.5% uptime of the software as well as the hardware platform).
- D) The supporting software should be readily available with the vendor and to be customized or modified to suit the requirements of BL, if required. The customization / modification may be required to be completed within 30 days of placement of LOI / Contract.
- E) The disbursement against the coupon value scanned by the mechanics / customers to be done within 12 hours of the scanning by mechanics or customers. The disbursement against the redemption of accumulated points as a result of repetitive purchases by the mechanics / customers to be done within 12 hours after getting instruction / approval from BL against such disbursements or as per SOP of BL to be issued officially by BL.

**14. Liquidated Damage (LD) Clause applicable for disruption of other allied and essential services stated above:**

- A) The Liquidated Damage (LD) Clause will be activated, if the vendor fails to maintain the above mentioned SLA (13 A). For each and every issues raised by user and not resolved within 24 hours will result in deduction of 0.5% per incidence from the administrative charges of that month (as mentioned in Point No.10 above). If any issue remain unresolved even after escalating to highest level of the escalation matrix, apart from LD deduction, BL may hold the payment of monthly administrative charges till problem resolution.

- B) In case of downtime exceeds 4 (Four) numbers in a particular year (all put together for whatever may be the reason) will attract a penalty and consequent deduction of 1% per additional downtime (beyond 4) of the total yearly administrative charges and will be immediately deducted from the subsequent month's administrative charge invoice. The maximum number of downtimes shall not exceed 15 numbers in a year, beyond which BL may terminate the contract and forfeit the security deposit.
- C) Vendor need to ensue 99.5% uptime of the software as well as the hardware platform failing which liquidated damage clause will be activated. The LD deduction on monthly administrative charges will be based on the actual downtime (report to be provided by the service provider subject to verification by BL). Till 99.5% uptime, no deduction on monthly administrative charges, if the uptime is below 99.5% in any month, the deduction will be made on the monthly administrative charges by 0.1% for every 0.1% additional downtime. For example, if the actual uptime is 99.4%, the deduction on monthly administrative charges will be 0.1%, similarly, if the actual uptime is (say) 90%, the deduction on monthly administrative charges will be 9.5% (@0.1% for 0.1% additional downtime). No payment to be made if the actual uptime is less than 90%.
- D) In case, vendor fails to implement the software, mobile application and hardware platform within 30 working days of placement of LOI/Contract prior to trial run then 0.5% of the total yearly administrative charges will be deducted from the 1<sup>st</sup> month's monthly administrative charges for delay each day (0.5% per day deduction). The count will start from next date from the date of placement contract /LOI. The deduction shall be made up to a maximum of 15% for 30days delay beyond which BL may terminate the contract and forfeit EMD / SD or may allow further time extension on written commitment from vendor and further deduction of LD at the above mentioned rates at the sole discretion of BL.

#### **4.4 Trial run for 3 months for assessment and feasibility study before finalisation of contract:**

##### **Scope of Work (Trial period 3 months, Location: Only Chhattisgarh or Pune)**

**For Trial run, please note the specific requirements related to coupon supply with all other requirements / services and terms & conditions as covered in clause 4.3 above applicable.**

##### **1. Specification of QR code coupon:**

- A) Each coupon to contain unique QR Code printed on it along with a unique number (alpha-numeric) linked with QR Code and Balmerol logo in four color hi resolution digital printing.
- B) For all types of Lubricating grease packs, the coupons shall be of rectangular shape with dimension 70 X 45 mm (+/- 1 mm on both sides) so that it can be put inside the Grease packs. Thermal stability of the coupons: The polymer based coupon / synthetic paper of GSM 110 - 130 with both side lamination to be used such that the coupon can sustain a minimum temperature of 80 degree Celsius. The paper and printing should be such that the printed matter should not get de-faced or fade or run out on immersion in lubricating greases at up to 80 degree centigrade and also for long periods of time (24 months minimum).
- C) QR code should be able to carry / capture information like product name, product code, pack size, Batch No., Manufacturing date, coupon value, validity of coupon etc. It should be able to carry further information if required in future.



2. **Estimated quantity requirement of QR code coupons (in number of coupons):**

- A) Estimated coupon consumption per month will be 3000, over the period of 3 months (trial period), BL shall place call up for 9000 coupons, (i.e., estimated total quantity for trial) to the vendor for its consumption as per above quality parameters.

3. **Delivery terms for supply of QR Code coupons:**

The QR Code coupons to be delivered to our Silvassa Plant on FOR basis within 30 days of the Call up for full quantity of 9000 coupons. The supply to be compulsorily accompanied with the GST invoice.

**4.5 Final Acceptance of the solution after trial**

BL would initially issue only the trial order for 3 months. Trial would be reviewed formally every month by BL cross functional team in line with the tender requirements. After successful review for consecutive two months, BL may issue provisional contract / LOI for 3 years so that vendor can prepare themselves to execute the contract. However, the final contract would be issued on successful completion of 3 months trial only. Provisional contract / LOI issued after 2 months of trial would be treated as formal call up for supply of coupons (of all types / specifications) and all other related services.

**4.6 Unpriced / Technical Bid Evaluation**

Unpriced / Technical Bid will be accepted only if they are in the prescribed format in e-tender, with complete information and compliance to technical and commercial conditions laid therein.

**4.6.1 Unpriced / Technical Bid Documents**

As specified in Point 2.2.7 in SECTION-2 of this document.

**4.6.2 Unpriced / Technical Bid Evaluation Criteria  
Methodology (Product + Service/Service Tenders)**

**i. Technical:**

BL shall form an evaluation committee who shall score the bids as per the guidance below. The total technical evaluation would comprise of 100 marks with the following breakup:

- a. Bidder's Experience **(40 marks)**
- b. Technical specifications **(60 marks)**
  - Compliance to all the 'Technical Specifications' for each item mention in scope of work. Any deviation from the Technical Specification should be clearly brought out. BL Technical Evaluation Committee may at its discretion accept, seek further clarification or reject any such deviation.

**ii. Technical Score Evaluation Methodology**

Each Requirement will have a technical Score. The maximum sum of all the technical scores is equal to 100. A Solution must score minimum 70 marks to be technically qualified and to be considered for commercial evaluation. The score achieved by a solution will be called **Technical Score (TS)**

<b>Bidder's Experience ( Max 40 marks)</b>	<b>Score</b>
<p>The bidder should have experience of at least two successfully completed / running digital loyalty program (end to end solution – may be excluding disbursement of coupon value to customers) for minimum one year duration with two different customers <u>[For start-up companies minimum duration of six months with one customer]</u>/ organizations. The two <u>[One for Start-up companies]</u> projects / campaigns said above should be spread over minimum of 4 states of the nation. Note: For completed assignments, the minimum period should be at least one year within last 3 years &amp; for ongoing / continuing assignments, the minimum period of one year should already completed.</p>	<ul style="list-style-type: none"> <li>• If number of such said experience for 2 (two) customers <u>[For start-up companies one customer]</u> (bare minimum); Score will be 30 out of 40</li> <li>• If number of such said experience for 3 (three) customers <u>[For start-up companies Two customers]</u>; Score will be 35 out of 40</li> <li>• If number of such said experience for more than 3 (three) customers <u>[For start-up companies more than Two customers]</u>; Score will be 40 out of 40</li> </ul>
<p><b>Technical Specifications / Requirement ( Max 60 Marks)</b></p> <p>Each Technical specification has been assigned with a score that is the maximum achievable score. The Sum of all the technical specifications will be added to the Technical Score.</p>	<p>Scoring will be based on technical presentation / demonstration of the process / discussion on specification of the QR Code coupons, software offered, Mobile application and customer care support system. Scoring will be done by evaluation committee of BL as per the following features / parameters.</p>

### Technical Specification Evaluation Parameters with marks

Features	Detailing on the Features / Category	Highest Marks
Software features	Software should capture and map product name, pack size, batch number, manufacturing date, validity of coupon, coupon value etc. against each and every QR code and its corresponding numerical number code. May be capable to capture further information if decided later.	5
Scheme Modification	The software should be capable of handling modification of scheme including change in value of the coupons (coupon value may be re-defined as per the requirement of BL).	5
Reports	Various Report as given below should be available in the software (Total 15 - Minimum score should be 10)	15
	• Coupon status	2
	• Registered user details including address and location	2
	• Credential of registered users in terms of repeat purchase	2
	• Frequency of purchase	2
	• Product purchased	2
	• Reward point accumulation	2
	Any other additional & helpful Report for BL, will carry extra marks, Capability to deliver customised report as per BL requirement	3
Connectivity	The App must have Geo-Tag facility to capture present location of the Users with the Online Facility. Marks on Connectivity:	10
	Only 3G: 3	
	Only 4G: 3	
	3G+4G Both: 6	
	Offline Mode + Online Mode (3G+4G): 10	
Software Operating System	The vendor should provide a suitable mobile applications for android or both android and IOS mobile systems: Only android: 3 Android & IOS both : 5	5
Send /Messaging Notification	Admin should have the facility to provide/ push different type of Notification consisting of Scheme Information, Discount Information or Instructions as Text, Image, PDF file etc. on timely manner. And those notifications should be visible to the Users immediately.	5
QR Code Coupon	The bidder to submit 5 numbers of sample of QR code printed coupon of each type during technical evaluation session, so that quality check can be done by BL as per tender specifications.	15
		<b>60</b>

**\*Please note that the bidder have to score at least 50% score in each the parameters / features, if any bidder scores less than 50% score in any of the above paramters shall not be considered as technically qualified.**

iii. **Commercial:**

Price bids would be opened after technical evaluation. From the eligible bids, based on the Technical evaluation the commercials would be scaled up as per the following:

Commercial Score =  $(100 \times \text{L1 price}) / \text{Bidder's Price}$

- Considering the technical influence and value impact of the above supplies & services proposed to be procured, relative weightage (**Technical: Commercial**) for quality and cost shall be assigned as **70:30**
- The contract/PO shall be awarded to the vendor with the highest combined score calculated using the following formula:

iv. **Combined Score** = (Technical Score assigned to the bidder\*70%)  
+  
(Commercial Score assigned to the bidder\*30%)

BL reserves the right to conduct negotiations with highest combined scoring bidder only in case it finds that Bidder's quote against one or more items as per BoM (supplies / services) has abnormally high value.

**Example:**

**Bidder 1:**

TS=70,

Price=100(L1) Hence Commercial Score= $100 \times 100 / 100 = 100$

Combined Score=  $(70 \times 0.7) + (100 \times 0.3) = (49 + 30) = 79$

**Bidder 2:**

TS=85,

Price=150 Hence Commercial Score= $100 \times 100 / 150 = 67$  (Approx.)

Combined Score=  $(85 \times 0.7) + (67 \times 0.3) = (59.5 + 20.1) = 79.6$

**Bidder 3:**

TS=90,

Price=200 Hence Commercial Score= $100 \times 100 / 200 = 50$  (Approx.)

Combined Score=  $(90 \times 0.7) + (50 \times 0.3) = (63 + 15) = 78$

Hence contract to be awarded to Bidder 2.

## SECTION-5: COMMERCIAL TERMS & CONDITIONS

<b>5.1</b>	Pricing Type
<b>5.2</b>	Terms of Payment
<b>5.3</b>	Termination
<b>5.4</b>	Exit Clause
<b>5.5</b>	Other Contractual Stipulations

### 5.1 Pricing Type

- 5.1.1** The quoted rates shall be valid for acceptance for the period of 120 days from the due date of the tender.
- 5.1.2** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations. However, variation in the rates for statutory levies/ taxes / duties during the tenure of the contract for supplies within delivery schedule will be allowed only on the submission of documentary evidence from Govt. / Statutory Authorities and its acceptance by BL.
- 5.1.3** A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4** The price quoted in the Price Bid should cover charges for all Products and Services asked in this Tender. No other payment shall be made over and above quoted rates.
- 5.1.5** All prices quoted should be in INR.

### 5.2 Terms of payment

The vendor's request for payment shall be made to BL in writing, accompanied by an invoice describing appropriate heads. The Contract Price shall be paid in Indian Rupees in accordance with the Payment Terms mentioned below:

Sr. No.	Heads	Payment terms
1	Payment Terms against supply of QR Code Coupons	Payment against the supply of QR code shall be made within 30 days from date of receipt of the material and its corresponding GST invoice subject to quality acceptance.
2	Payment terms against all other allied and essential services to be provided by vendor as stated above (other than Supply of QR Code Coupons)	A fixed monthly consolidated payment for all the above services other than supply of QR Code Coupons to be made by BL. The GST invoice to be raised against the fixed payment for the month by the vendor and to be submitted to BL within 1 <sup>st</sup> three working days of the next month, BL would disburse the payment within 30 days from the date of submission of the Bill. No other incidental charges or any other charges apart from the fixed monthly rate to be entertained by BL in any circumstances.
3	Re-imbursement terms against Wallet / payment Gateway pre-paid top up & their Service charges +GST paid by the vendor on behalf of BL.	The re-imbursement to vendor against payment to wallet / payment gateway service provider to be done through two separate process. The following process to be maintained in this regard.  A) The re-imbursement should be completely interest free and to be reimbursed on actuals. B) The re-imbursement claim (Proforma Invoice) to be raised by the vendor against the pre-paid top up payment (absolute value that can be utilized for disbursement to mechanic / customers without service

		<p>charge and GST thereon) paid by them to wallet / payment gateway service provider to maintain requisite balance. The vendor reimbursement claim to accompany with the transaction details along with the copy of the supporting document (from wallet / payment gateway service provider) against which payment done by the vendor. The re-imbursement against the payment done by the vendor for top up (recharge) utilizable value without service charge &amp; GST on service charge to be done by BL within 15 working days of submission of such claim.</p> <p>C) The re-imbursement against the service charge of wallet / gateway service provider + GST to be done by BL for each month's (month wise) within 15 working days of submission of such claim. The reimbursement will be in actuals service charge paid as per the disbursement of a month and GST on it. The vendor raise GST invoice to BL (indicating GST amount clearly with SAC no. so that BL can avail GST credit of the same) and to attach the copy of GST invoice of the wallet / gateway service provider as a supporting document.</p>
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Payment will be done preferably by Electronic Fund Transfer (EFT) mechanism.

#### **5.2.1 Security Deposit (SD)**

- i. The Successful vendor / contractor shall submit the interest free SD of 2% of order value rounded off to the nearest thousand subject to minimum Rs. 200000 (Two Lacs only) by demand draft or in lieu of that Bank Guarantee from a nationalized/ Schedule "A" Bank of equivalent amount as per the BL prescribed format towards satisfactory execution of order. The Bank Guarantee should be valid to cover the entire contract period + 6 Months. The SD shall be furnished within 15 days from the date of receipt of final contract after trial. In case of failure to furnish SD within stipulated time, BL shall be entitled to terminate the contract and forfeit the EMD without further reference to the bidder. Security Deposit is applicable for all including MSE & Start-up companies.
- ii. The security deposit shall be refunded/ bank guarantee released on application by the vendor after the expiry of the contract period and after he has discharged all his obligations under the contract.

#### **5.3 Termination**

BL, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part for the following reasons:

- a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the BL;

OR

- b. If the Vendor fails to perform any other obligation(s) under the Contract.

BL reserves the right to recover damages by invoking BG / forfeiting Security deposit submitted by vendor. Additionally or alternatively, BL may take legal action to claim suitable compensation. In the event BL terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to BL for any excess costs for procurement of such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

#### **A. Termination for Balmer Lawrie's Convenience**

- i. Balmer Lawrie may at any time terminate the Contract without ascribing any reason by giving the Contractor a ninety days (90) written notice of termination.
- ii. Upon receipt of the notice of termination under Clause A.i, the Contractor shall either as soon as reasonably practical or upon the date specified in the notice of termination
  - (a) Cease all further work, except for such work as Balmer Lawrie may specify in the notice of termination for or any work required to leave the site in a clean and safe condition;
  - (b) In addition, the Contractor, subject to the payment specified in Clause A.iii below, shall deliver to Balmer Lawrie all non-proprietary drawings, specifications, data / database and other documents prepared by the Contractor as of the date of.
- iii. In the event of termination of the Contract, Balmer Lawrie shall pay to the Contractor the following amounts: The Contract Price, properly attributable to the activities executed by the Contractor as on the date of termination;

#### **B. Termination for Contractor's Default**

- i. Balmer Lawrie, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor.
  - (a) If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a dissolution for the purpose of amalgamation), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
  - (b) If the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clauses 5.5.7 & 5.5.8 (Assignment & subcontracting);
  - (c) If the Contractor, in the judgment of Balmer Lawrie, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
- ii. If the Contractor:
  - (a) Has abandoned or repudiated the Contract;
  - (b) Has without valid reason failed to commence work promptly in the opinion of the Employer;
  - (c) Persistently fails to execute the Contract in accordance with this Agreement or persistently neglects to carry out its obligations hereunder without sufficient cause;
  - (d) Refuses or is unable to provide sufficient Materials, Services, or labour to execute and complete the scope in the manner specified in the contract at rates of progress that give reasonable assurance to Balmer Lawrie of completion of work, then, Balmer Lawrie may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then Balmer Lawrie may terminate the Contract forthwith by giving a notice of termination to the Contractor.
- iii. Upon receipt of the notice of termination under Clauses mentioned above, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

- (a) Cease all further work, except for such work as Balmer Lawrie may specify in the notice of termination;
- (b) To the extent legally possible, assign to Balmer Lawrie all right, title and benefit of the Contractor to the systems/ subsystems as at the date of termination of Contract
- (c) Deliver to Balmer Lawrie all diagrams/drawings, specifications, data / database and other documents prepared by the Contractor as at the date of termination.

- iv. The Contractor shall be entitled to be paid the Contract Price attributable to the portion of scope of work executed as at the date of termination. Any sums due to Balmer Lawrie from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

#### **5.4 Exit Clause**

- i. BL reserves right to terminate the contract in parts or full at any point of time depending on the scenario for breach of contract.
- ii. BL reserves the right to terminate the contract, if successful bidder fails to deliver contractual obligations.
- iii. Either of the parties reserves the right to terminate the contract at any point of time by serving 3 months' notice to one another.

#### **5.5 Other Contractual Stipulations**

##### **5.5.1 Right to Audit**

BL reserves the right to audit or inspect work performed by the vendor.

BL may participate directly or through an appointed representative, e.g., Mutually Agreeable external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures indicated.

##### **5.5.2 NDA Clause**

The successful bidder has to sign the 'Non-Disclosure Agreement (NDA)' on Rs. 100/- stamp paper (Non-Judicial) from their competent authority as a compliance for the 'Non-Disclosure Agreement' in line with BL's IT Security Policy, refer **Annexure-4** for NDA Template. Purchase orders will not be placed without entering into above NDA.

\*\*\*Please check the NDA Clause in Annexure-4

##### **5.5.3 Limitation of Liability**

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the contractor for following:

- a. In the event of breach of any Applicable law;
- b. In the event of fraud, wilful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor;
- c. In the event of acts or omission of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;
- d. In the event of any claim or loss or damage arising out of infringement of Intellectual Property;
- e. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.



- f. Neither Party shall be liable to the Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

- 5.5.4** No other charges, other than line items in Price Bid, shall be paid. BL reserves the right to reject the tender without assigning any reason whatsoever.
- 5.5.5** The bidder should provide Product Support Lifecycle details for various Products / Technologies which are part of the Proposed Solution for the entire duration of support.
- 5.5.6** The proposed software must provide indemnification and indemnification must cover patent claims, copy right claims, legal fees and damages claim. System integrator and /or developer/ manufacturer must protect BL from all such legal cost that may arise out of any claim by a third party alleging intellectual property infringement i.e. related to the software.
- 5.5.7** The Contractor shall not, without the express prior written consent of Balmer Lawrie, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.
- 5.5.8** The Contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Employer. In the event of the Contractor contravening this conditions, the Employer shall be entitled to place the contract elsewhere on the Contractor's account and at his risk and the Contractor shall be liable for any loss or damage which the Employer may sustain in consequence or raising out of such replacing of the contract.

#### **5.5.9 GST Clause**

***The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.***

- 5.5.10** *In case of any discrepancies / difference found between the English and Hindi version of the tender document, the English version shall prevail and considered.*

## **ANNEXURE – 1- BID FORM- UNPRICED / TECHNICAL BID SUBMISSION LETTER**

***(Please submit the following undertaking on your company's Letter head)***

**Bidder's Ref. No.** .....

**Date:**

**Mr. Aryya Kanti Naha**

**Senior Manager [SCM]**

**Balmer Lawrie & Co Ltd**

**SBU: Greases & Lubricants**

**P-43, Hide Road Extn., Kolkata – 700 088**

**Ref.: Your Tender no.** .....

Dear Sir,

Having examined the bid documents, including Addenda, if any, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities in full conformity with the said bidding documents for the sum as mentioned in Price Bid.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice.

We undertake, if our bid is accepted, to commence execution of work of the Facilities and to achieve completion within the respective timelines stated in the bid documents / quoted by us in our bid.

If our bid is accepted, we undertake to provide Security Deposit / Bank Guarantee(s) in the form, amount, and within the time specified in the bid documents.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 120 (One hundred & eighty) days from the last date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period unless otherwise extended mutually.

We note that a formal Contract/ Purchase Order would be prepared and executed between the Company and the successful bidder.

We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

\_\_\_\_\_ [signature with office seal]

In the capacity of \_\_\_\_\_ [Designation]

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_ [Name of the bidder]

## ANNEXURE – 2- BID COMPLIANCE STATEMENT

***(Please submit the following undertaking on your company's Letter head)***

Title: Tender for \_\_\_\_\_

TENDER ENQUIRY NO. : GLK/TE20/012 Dated: 29.05.2020

We hereby confirm that our Bid complies with the total Unpriced / Technical Bid requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

We further confirm that terms and conditions, if any, mentioned in our bid (Un-priced as well as Schedule of Rates) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER :

(With name of authorized signatory & designation)

NAME OF BIDDER :

COMPANY SEAL

### ANNEXURE – 3- PRICE BID FORMAT

Given below is the price bid summary table. The bidder should quote for the following (only in Price Bid Section of e-Procurement site)

For each item, the bidder should include the following details. This form shall be available in the e-procurement site for each item of the price bid.

Sl. No.	Particulars	QTY	UOM	Unit Rate	Total Value for 36 Months (3 years) + 3 Months Trial
		A		B	$C = A \times B$
1	<b>QR Code Coupon price For 1 to 5 L Lubricating Oil pack QR code printed on wad</b>	3700000 (37 Lacs)	Per coupon	B1 (To be filled by Bidder)	$C1 = 3700000 \times B1$
2	<b>QR Code Coupon price For 6 to 26 L Lubricating Oil pack QR code circular coupon</b>	200000 (2 Lacs)	Per coupon	B2 (To be filled by Bidder)	$C2 = 200000 \times B2$
3	<b>QR Code coupon price For all type of grease packs Rectangular shaped</b>	600000 (6 Lacs) + 9000 (For Trial run) = 609000	Per coupon	B3 (To be filled by Bidder)	$C3 = 609000 \times B3$
4	<b>Administrative Charges For all other services and activities</b>	36 + 3 = 39	Per Month	B4 (To be filled by Bidder)	$C4 = 39 \times B4$
5	<b>Service Charges against Wallet OR Payment gateway top up payment charged by Wallet OR Payment Gateway service provider and subsequently to be reimbursed by BL to the bidder.</b>	@ Rs. 1000000 (10 Lacs per month), Total during contract period = Rs. 39000000 (Rs.3.90 Crore)	% on disbursed value	B5 (To be filled by Bidder)	$C5 = B5 \times 39000000$
	<b>Total (Amount to determine L1 price)</b>	----	----	-----	$C = C1 + C2 + C3 + C4 + C5$

- The Commercials quoted in the e-Procurement Platform should be valid for 120 days
- Prices Quoted should be inclusive of support for installation / commissioning and all other costs
- Please mention NA / 0 wherever values are not applicable.
- If Taxes are exempted, then exemption certificate(s) is/are to be enclosed.
- Taxes shall be payable at existing rate on the applicable services.
- Price will be considered as total cost for a period of 3 years & 3 Months (Trial).
- The quoted rates will be fixed for 3 years + 3 months (trial).

**Note:** For each pricing element please provide the HSN / SAC code along with applicable GST %.

## ANNEXURE – 4- NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made on this .....day of..... 2020 between Balmer Lawrie & Co Ltd., SBU: Greases & Lubricants, a Govt. of India Enterprise having Registered Office at 21, Netaji Subhas Road, Kolkata 700001, hereinafter referred to as the “Company” which expression includes its permitted assigns

AND

.....which expression includes its permitted assigns.

The Company and ..... shall individually be known as “party” and collectively as “parties”.

The Confidential Information disclosed under this Agreement is for the assignment given to ..... by the Company for the purpose as set out herein (“the Purpose”). In connection with the Purpose, the Company and .....shall disclose to each other certain Confidential Information to be used only for the Purpose and the parties shall protect each other’s Confidential Information from unauthorized use and disclosure.

For the purpose of this Agreement, the party disclosing Confidential Information shall be known as “Disclosing Party” and the party receiving such Confidential Information will be known as the “Receiving Party”.

Now therefore In consideration of the other party's disclosure of such Confidential Information, each party agrees as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean information relating to the business, clients, customers and business practices of the Disclosing Party and shall include but is not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to either party and any other information that is reasonably determined to be confidential or proprietary. Notwithstanding the generic description of Confidential Information as stated above, it is clarified that Confidential Information shall be shared with any other person whether employee, counsel, consultant or any other person or only on a strict need to know basis and in connection with the Purpose. In case any Confidential Information is disclosed orally, Disclosing Party shall within seven (7) days after such disclosure, deliver to the Receiving Party, a brief written description of such Confidential Information.

2. Confidential Information will not include information that:

(i) Is generally known or available to the public, through no act or omission on the part of the Receiving Party; or

(ii) Was known by the Receiving Party prior to receiving such information from the Disclosing Party and held without restriction as to use or disclosure; or

(iii) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or

(iv) Is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party.

3. Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third party; and (iii) not to use any such Confidential Information for any purpose except the purpose, which is specified in this Agreement. Provided that, each party may disclose the Confidential Information of the other party to its directors and employees, who have a bona fide need to know such Confidential Information for the Purpose and to perform quality performance review processes. Each such director and employee shall be bound by suitable confidentiality obligations as part of their employment terms with the Receiving Party. Additionally, the Receiving Party may disclose such Confidential Information to its professional advisers for the purposes of seeking advice in connection with the Purpose. Nothing contained in this Agreement will restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation, provided that the party required to make such a disclosure shall use reasonable efforts to give the other party reasonable advance notice of such required disclosure, to the extent practical and legally permissible, in order to enable the other party to prevent or limit such disclosure through available legal process.

4. On termination or expiry of this Agreement or when the Purpose is not achieved or upon the Disclosing Party's request, the Receiving Party will promptly return the Confidential Information or certify destruction thereof to the Disclosing Party all tangible items and embodiments containing or consisting of the Disclosing Party's Confidential Information and all copies thereof, save the copies which are backed up as Project Archive in the central server, which cannot be returned. Any such documents which are retained by Receiving Party will continue to be subject of confidentiality obligation contained in this agreement.

5. All Confidential Information disclosed by the Disclosing Party to the Receiving Party remains the sole and exclusive property of the Disclosing Party. Each party acknowledges and agrees that nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

6. That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7. Each party acknowledges that unauthorized use or disclosure or threatened disclosure of the Disclosing Party's Confidential Information may cause the Disclosing Party to incur irreparable harm and damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.. In the event of a threatened disclosure, the Disclosing Party shall provide reasonable written notice intimating the Receiving Party with the details of such threatened breach, for the parties to mutually discuss the issue to take possible remedial action thereof.

8. Both parties shall treat the existence of this Agreement, its contents, and its subject matter as Confidential Information and require the written approval of other party prior to any public acknowledgement of this Agreement, its contents or its subject matter except as stated in clause 3 above.

9. This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the competent courts at ....., India.

10. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the

parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void.

11. This Agreement will commence on the date first set forth above and will remain in effect for three (3) years from the date of last disclosure of Confidential Information by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives.

Company: \_\_\_\_\_:

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## **ANNEXURE – 5- 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://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.

#### **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-6: ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	Name & Address of the Supplier / Sub-contractor																	
	<b>Details of Bank Account:</b>																	
02	NAME & ADDRESS OF THE BANK																	
03	NAME OF THE BRANCH																	
04	BRANCH CODE																	
05	MICR CODE																	
06	ACCOUNT NUMBER																	
07	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																
08	BENEFICIERY'S NAME																	
09	IFSC CODE OF THE BRANCH	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																
10	EMAIL ID																	
11	TELEPHONE/MOBILE NO.																	

**This declaration to be submitted in bidder's letter head duly signed and stamped by authorised signatory followed by endorsement (verified) by bank.**

## ANNEXURE-7: BIDDER'S PROFILE

Reference no.: GLK/TE20/012 Dated **29.05.2020**

Sl. No.	Details	
1	Name and Address of the Bidder Registered Address	
2	Type of organization and year of incorporation Registration	
3	PAN No. ( Attach copy)	
4	GST Number(attach certificate)	
5	Correspondence address at with contact person name telephone number mobile number etc	
6	Name and designation of the person authorized to sign the Bid proposal and all other documents incidental to the RFP	
7	Contact person name telephone number mobile number etc and escalation matrix for the purpose of this NIT	
8	Please mention the supplies or services or job to be sub contracted or outsourced by the bidder against the tender scope of work Please specify reason if any	a) b) c)
9	Any Quality IT related certification any other certification awarded to the bidder with validity period	
	Any Other information credentials etc bidder wish to share	

## ANNEXURE-8 –BANK GUARANTEE

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

..... *(Name of the Bank)*

Address .....

Guarantee No. ....

A/c Messrs ..... *(Name of Contractor)*

Date of Expiry .....

Limit to liability (*amount in INR*) .....

Contract No. ....

For ..... *(Name of Facilities)*

Date ..... 2020.

Balmer Lawrie & Co. Ltd.

(Address)

Dear Sir,

That Messrs/Mr \_\_\_\_\_ (set out full name and address and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their/his/its quotation against your tender being Tender No. dated \_\_\_\_\_ (hereinafter referred as “the said Tender”) for the work \_\_\_\_\_ (set out the purpose of the job) and in pursuance thereto an Order being No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

1. We, \_\_\_\_\_ (set out full name of the Bank). hereby undertake and agree with you if default is made by Messrs/Mr. \_\_\_\_\_ (set out full name of

the Contractor), in performing any of the terms and conditions of the Tender and/or order or in payment of the security deposit or any other or in payment of money payable to you, We \_\_\_\_\_(set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or such portion thereof not exceeding the said sum as you may demand from time to time.

2. We, \_\_\_\_\_, (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realisation of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. \_\_\_\_\_ (set out full name of the contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court of any other authority of authorities.
4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. \_\_\_\_\_ (set out the full name of the contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry), and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim Period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_, (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has



full power to execute/sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day  
of Two Thousand Twenty granted by the Bank.

Yours faithfully,

Dated:

\_\_\_\_\_(Place)

\_\_\_\_\_(Date)

\_\_\_\_\_

(Signature of the Officer on  
Behalf of \_\_\_\_\_)

(set out name of the Bank)

