



SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258186/66258209  
Fax No. 091 - 022– 66258200

**NOTICE INVITING TENDER**

**Tender No. 0100LM1625 dated 05.06.2020**

**Due date of Tender: 15.06.2020 at 17:00 hrs.**  
**Opening of Technical Bid: 15.06.2020 at 17:05 hrs.**

Online Two Bid e-Tender is invited for supply of “Compressed Helium Gas” for our plant at Taloja (Navi Mumbai) through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>

The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com) website.  
The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e-bidding.

**Contact details**

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt. Ltd.</b> 603, Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park, Chembur Mumbai-400 071
<b>Contact Persons:</b> 1.Shri.Tushar Ingale Mob: +919769015541 Land Line No.022- 66258209 e-mail: <a href="mailto:ingale.td@balmerlawrie.com">ingale.td@balmerlawrie.com</a> 2.Smt.Radha Balakrishnan Mob: +919987526241 Land Line No.022-66258197 e-mail: <a href="mailto:radha.b@balmerlawrie.com">radha.b@balmerlawrie.com</a>	<b>Contact Persons:</b> 1. Mr. Tirtha Das, Mob +91 -9163254290 Email - <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> (Kolkata / Monday -Friday) 2.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> (Chennai / Monday -Saturday) 3. Ms Ritu Patil (Mumbai), 91-124-4302000 (Ex-236) *Email <a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a> , Monday to Friday 4.Helpdesk Support (Kolkata) Email <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> - (Monday – Saturday) +91 -8017272644  <b>Escalation level –</b>  Mr.Tuhin Ghosh,Mob.+91-8981165071  Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>

**Introduction**

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

**A. Instructions for bidders.**

1. Online Two bid [Pre-qualification Criteria & Price bid] e-Tenders are invited from reputed manufacturer & supplier who can supply “**Compressed Helium Gas**” as per detailed specification contained in Annexure- I of this tender for our plant at **Taloja (Navi Mumbai)**.
2. **Please Refer to Annexure – I for detailed Technical Specifications & Scope of Supply**
3. The tender document consists of **Price Bid**. The tender is invited in **Two-Bid System**. The tender document consists of **Pre-Qualification Criteria (Unpriced Bid) - Annexure-II & Price Bid Annexure-III**.  
**Price Bids of those bidders only shall be opened who will satisfy all Pre-Qualification Criterion as written in Annexure- II.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. Important points to be noted

5.1 Due date for submission of bids online: **15.06.2020 at 17:00 hrs.**

5.2 Technical Bid opening : **15.06.2020 at 17:05 hrs**

All Bids are to be completed in accordance with tender requirements within the duration as mentioned.

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

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

**This document is the Tender.**

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

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

**The successful bidder will be the Supplier.**

**This document is the Tender.**

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

6. Earnest Money Deposit (EMD) – As per **Annexure no. XI** of this tender document “Terms and conditions for making online payments towards Earnest Money Deposit [EMD]”
7. Micro and Small Enterprises (MSE’s) with valid “Udyog Aadhar Memorandum” (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also eligible for any other benefit applicable to MSE’s mentioned in this tender document.

Above benefit/s shall be extended only to MSE’s whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –X.

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

**Response from registered / unregistered Vendors will be accepted through BL E-proc Portal.**

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

Unless otherwise agreed to in terms of the Purchase Order, the price shall be Firm till execution of entire contract.

**VENDOR UNDERTAKING [ON CO’S LETTER HEAD DULY SIGNED & RUBBER STAMPED]**

“WE HAVE STUDIED THE TENDER DOCUMENT CAREFULLY AND HAVE QUOTED OUR LOWEST RATE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS, TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS AS LAID DOWN IN THE TENDER DOCUMENT. WE ALSO CONFIRM TO HAVE ACCEPTED ALL TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS.”

**9. Corrigendum to Tender:**

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

**10. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure- I – Scope of Supply/Work
- E. Annexure- II– Pre Qualification Criteria
- F. Annexure- III– Price Bid.
- G. Annexure- IV - Bank Details for SWIFT/RTGS Transfers
- H. Annexure- V – Draft (Format for “Bank Guarantee for Security Deposit.”)
- I. Annexure- VI - Conditions for Online Bid submission
- J. Annexure- VII - Code of Conduct for Balmer Lawrie & Co. Suppliers
- K. Annexure- VIII - GST compliance undertaking

- L. Annexure- IX - Format for vendor details
- M. Annexure- X - CPPP Declaration by the MSE Bidders
- N. Annexure – XI – Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)

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

**11. Late Bids**

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

**12. Bid Validity**

The offer shall remain valid for a period of two months from the date of opening of the Price Bid.

**13. Bid Rejection Criteria**

A bid may be rejected if

- If the bidder fails to send the Earnest Money Deposit (EMD) within the bid due date.
- If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- Conflict of interest between the bidder and the Company is detected at any stage.
- Bidders not registered under GST are not eligible for participating in this tender. Registered Bidder to mandatorily provide the Provisional GST Number as per Annexure-IX and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.

**14. Clarifications**

Clarifications that the Bidder needs to have on the tender specification can be sought from BL within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

**15. Opening of Price Bid**

The Price Bid of Bidders will be opened on the due date.

**16. Complete Scope of Work**

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

**17. Tender Documents and Deviations**

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations.

**Deviation from technical specifications, as given in the Tender Document – Annexure- I would invite immediate disqualification from further consideration of the bid.**

**18. Preparation and submission of Tender Documents**

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

**19. Price Bid (Annexure- III is Price Bid)**

The lowest bidder will be decided on the **Nett delivered Price on Composite basis** in Rupee, for the item mentioned in the scope of supply. Duties, levies charges either as % or value.

**Price bid should be filled on line as per the format provided (Annexure- III).**

**The price bid should contain only the rates of the gases being purchased. In case of any cylinder rental charges, the rental details should be mentioned in a cover letter and submitted along with the supporting documents.**

**After submission of bid & EMD online, the bidders are requested to submit the hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office, 5.J.N.Heredia Marg, Ballard Estate, Mumbai 400 001.**

**B. SPECIAL TERMS & CONDITIONS.**

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.

**2. Purpose of Contract:**

This contract is for Supply of "**Compressed Helium gas**" for our plant at Taloja (Navi Mumbai) **as per Annexure-I.**

3. **Period of Contract** – As per Purchase Order released for the period from July 2020 to December 2020 further extendable for three months. The spill over quantity, if any, will be carried forward with mutual consent.

**4. Tender Evaluation**

**The tender would be finalized on the basis of Lowest Nett delivered price (NDP) on Composite basis (Refer Annexure III).**

**No rental charges will be paid on the cylinders for 30 days.**

**If any cylinder rental charges are applicable beyond 30 days, they must be mentioned along with cylinder gas capacity in a cover letter. The rental charges must not be mentioned in the Price Bid (Annexure III). The cover letter should be uploaded on the e-procurement site.**

**5. Stocks**

**Successful tenderer shall maintain 1/12 of the tender quantity as stock in their stock point at any point of time at their own cost. BL's official may visit the facility to verify the same.**

6. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.

7. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.

**8. Packing & Marking**

The item should be packed to protect from water ingress and should not be exposed to heat. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing.

9. **Being a Public Sector company, BL does not furnish any cylinder security deposit towards the receiving of gas cylinders from the supplier. In case such a deposit is required, a bank guarantee for an equal sum should be provided by the bidder.**

**10. Dispatch Instructions**

Unless otherwise specifically advised in writing, the goods shall not be despatched without prior receipt of purchase order issued by BL.

11. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder (s).

**12. Delivery**

Delivery schedule given from time to time should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.

Material to be delivered to the following address :

Balmer Lawrie & Co. Ltd., G-15, G-16 & G-17, Taloja MIDC, Taloja, Dist Raigad, Navi Mumbai – 410 208.

**C. GENERAL TERMS AND CONDITIONS**

**1. Introduction**

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

**2. GST Registration No.**

**Bidders not registered under GST are not eligible for participating in this tender. Vendors to mandatorily provide the Provisional GST Number as per Annexure- VIII and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.**

**3. Scope of Supply**

Scope of Supply for the tender shall be as mentioned in Annexure I.

**4. Reference for Documentation**

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

**5. Confirmation of Order**

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

6. Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

7. **Earnest Money Deposit:** Earnest Money Deposit {EMD} of Rs.13200/- (Rs.Thirteen Thousand Two Hunderd only) is to be paid online as per **Annexure –XI in** tender document. Cheque and any other form of payment are not acceptable towards EMD. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

Cheque / Cash / DD / other mode of payment are **not acceptable towards EMD.**

- a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED.
- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- c. EMD will carry no interest.
- d. For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

EMD is liable to forfeiture if:

- (i) In the event of withdrawal of offers during validity period of the offer.
- (ii) Non acceptance of Contract Order.
- (iii) Non confirmation of acceptance of Contract order within the stipulated time.
- (iv) Any unilateral revision made by the bidder during the validity period of offer.
- (v) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- (vi) Non submission of Security Deposit.

**OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.**

8. Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also eligible for any other benefit applicable to MSE's mentioned in this tender document. Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as **per Annexure – X.**

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

10. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

#### **11. PAYMENT TERMS**

Payment for the accepted material will be made within 30 days from the date of receipt of the material or bill whichever is later. Payments shall be made from the location of delivery. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

**Ms. Rekha (9867420162 // [rekha.rr@balmerlawrie.com](mailto:rekha.rr@balmerlawrie.com)) is designated officer responsible for releasing of payments.**

No deviation is acceptable in the payment terms as mentioned above All the bills to be duly certified by the concerned BL officer in charge before payment are released. Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018. BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

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

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

#### **12. SECURITY DEPOSIT:**

Security Deposit amount of 10 % of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office, 5 J. N. Heredia Marg, Mumbai-400 001 or Bank Guarantee **valid for 8 months** in BL's format (**Annexure- V**) only.

The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest.
- EMD of the successful bidder will be adjusted in Security Deposit.
- Security Deposit is liable for forfeiture, if
  - Successful bidder fails to supply tendered item as per delivery period.
  - Successful bidder violates the tender condition,
  - Security Deposit will be refunded only after successful completion of the contract.
  - If the performance of the bidder is found to be unsatisfactory

#### **13.RISK PURCHASE**

In case delivery of material is not effected as per given schedule from time to time, BL reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

#### **14. Award of Contract :** The order will be placed on the lowest (L1) bidder only.

**BL shall place the Purchase order on the Composite Lowest Quoted Bidder for the tender and as such it would be in the interest of the bidders to quote their most competitive price.**



1. As per the purchase policy set by Government of India for Government and PSU organizations, 25% of tendered quantity will be reserved for MSE vendors along with MSE vendors owned by SC/ST & Woman enterprenuer (MSE run by -Gen : 18%, SC/ST: 4 % & Woman Entp. : 3% respectively ). Such bidders, if not L1 bidders, would be required to match with L1 rates to get the award of the allotted quantities mentioned above.
2. In case of more than one such MSE bidders , the Lowest bidder will get chance to match rates with the original L1 rates in order to achieve the reserved quantity.
3. The balance 75% of tender quantity will be awarded to L1 bidders ( Non MSE)
4. In the event of non- participation by MSEs , total tendered quantity will be kept open for general bidders.

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

**15. The spill over quantity, if any, will be carried forward with mutual consent.**

**16.Control Regulations**

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

**17.Testing / Inspection**

- i] Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
- ii] It must be noted that it is not incumbent upon the company to check and test each and every Gas Cylinder. The Company shall make only random checks in accordance with the inspection procedure. The tenderer should therefore take note of all requirements before submission of tender. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective Plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.

**18.ARBITRATION**

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

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

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by Chairman & Managing Director, Balmer Lawrie & Co Ltd. The place of Arbitration shall be Kolkata, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

#### **19. FORCE MAJEURE CLAUSE**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the HEAD (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

#### **20. Relaxation of Tender Terms & Conditions**

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

#### **21.Delay in Delivery**

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery will attract Risk Purchase clause as mentioned in Clause no. 13 of General Terms & Conditions of this tender.

#### **22.Price**

The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic.

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

#### **23.Termination**

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- (i) The bidder fails to comply with any material term of the Contract.

- (ii) The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.
- (iii) The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace /rectify any rejected or defective material promptly.
- (iv) The bidder becomes bankrupt or goes into liquidation.
- (v) The bidder makes a general assignment for the benefit of creditors.
- (vi) A receiver is appointed for any substantial property owned by the bidder.
- (vii) The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply as per the purchase order.

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

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

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

**Annexure-I**

**D. SCOPE OF SUPPLY**

**1. “Compressed Helium gas in loose cylinders”**

**Grade/purity:** 4.5 grade; Purity 99.995% (5 ppm Oxygen)

**Cylinder size:** 47 Litre water capacity

**Cylinder pressure:** 150 bar or 200 bar

**Cylinder Valve Spec:** IS:3224 Brass type with 5/8” Bullnose female threading

**Quality Assurance Certificate of Analysis to be submitted with each delivery.**

**Quantity: 1500 cu.mtr (+ 10%)**

**E - ANNEXURE-II**

**PREQUALIFICATION CRITERIA**

SR NO	Criteria	Documents need to submit
1	The bidder shall have at least Three years of experience in supplying Compressed Helium Gas in past 3 years.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration /Shop and Establishment / CA certified letter mentioning date of commencement of business
2	The bidder is required to attach documentary evidences of successful supply of Compressed Helium Gas in last 7 years and should meet either of the following criteria - a) Three similar completed works costing not less than the amount equal to <b>Rs.11 Lakhs each</b> <b>or</b> b) Two similar completed works costing not less than the amount equal to <b>Rs. 14 Lakhs each.</b> <b>or</b> c) One similar completed work costing not less than the amount equal to <b>Rs.22 Lakhs.</b>	Purchase Order copies /Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria
3	The bidders should have an average annual financial turnover during the last 3 years <b>(2016-17,2017-18,2018-19)</b> , ending 31 <sup>st</sup> March of previous financial year, should be at least <b>Rs. 9 Lakhs</b>	Chartered Accountant Certified Profit and Loss and Balance Sheet copies.
4	Company's Permanent Account No. [PAN No] and GST No.	Copy of Certificate
5	Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company Balmer Lawrie and Co.Ltd] and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.	Self Declaration on Companys letter head with Sign and Stamp
6	Earnest money deposit INR 13,200.00	EMD by way of Online mode as mentioned in <b>Annexure IX</b>
7	Regular submission of GST Return to the Authority along with proof of submission of return for FY 18-19 [GSTR-1and GSTR-3B]	Copy of [GSTR-1and GSTR-3B]

**Note:**

- Only those Vendors who meet the above Pre-qualification criteria will be qualified for opening of Price Bid subsequently.
- For bidder whose annual threshold limit is 40Lakhs is exempted for qualification in above clause 7

**Annexure-III**

**F. (SAMPLE PRICE FORMAT. NOT TO BE FILLED IN. PRICE SHOULD BE QUOTED ON LINE ONLY)**

SI No.	Description		Compressed Helium Gas
	Quantity (cu.m)		1500 cu.m
A	<b>Basic price (Rs/cu.m)</b>	Input by bidder (Basic)	
B	Freight Charges	Input by bidder	
C	IGST % on (A+B)	% of (A+B)	
	<b>OR</b>		
D	CGST % on (A+B)	% of (A+B)	
E	SGST / UTGST % on (A+B)	% of (A+B)	
F	Total Landed Price		
G	Less: IGST or (CGST + SGST/UTGST)		
H	Net Landed Price		

**(Amount in words-**

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

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

**G. BANK DETAILS FOR SWIFT/RTGS TRANSFERS ANNEXURE-IV**

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

**Annexure-V**

**(To be provided by successful bidder only)**

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

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

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as “the said Tender”) for the Supply of “**Compressed Helium gas**”.  
and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.

We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.



•Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.

The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

Our liability under this guarantee is restricted to Rs. (Rupees only )

Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.  
We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

## **Annexure-VI**

### **I. CONDITIONS FOR ONLINE BID SUBMISSION**

#### **1. Registration with e.Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.  
Contact Nos. and email IDs for C1 India helpdesk officers

1.Mr. Tirtha Das, Mob +91 -9163254290 Email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com) (Kolkata / Monday -Friday)

2.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)  
(Chennai / Monday -Saturday)

3. Ms Ritu Patil (Mumbai), 91-124-4302000 (Ex-236)

\*Email [ritu.patil@c1india.com](mailto:ritu.patil@c1india.com), Monday to Friday

4.Helpdesk Support (Kolkata)

Email -[blsupport@c1india.com](mailto:blsupport@c1india.com) - (Monday – Saturday)

+91 -8017272644

#### **Escalation level –**

Mr.Tuhin Ghosh,Mob.+91-8981165071

Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)

**Or**

**Balmer Lawrie's officials.**

**Contact nos. and e.mail ID's**

1. Shri.Tushar Ingale Mob : +919769015541,

Land Line No.022- 66258209

e-mail:ingale.td@balmerlawrie.com

2. Smt.Radha Balakrishnan, Land Line No.022-66258197

e-mail:radha.b@balmerlawrie.com

#### **2. Pre-Requisites before Login to System (Software requirements.)**

Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

**Operating System:**

**SBU: Industrial Packaging**

- Windows 2000 Professional
- Windows XP

**Browser Version:**

- Internet Explorer Versions 6.0 SP2 and above

**Java Component:**

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

**3. Procedure for Bid Submission**

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

**Digital Certificate authentication:**

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

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

**Bid Submission Acknowledgement:**

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

**4. Submission of Hard copies:**

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

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

**Disclaimer Clause**

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

**ANNEXURE-VII**

## **J. Code of Conduct for Balmer Lawrie & Co. Suppliers**

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

**The supplier declares herewith:**

**Legal compliance**

- to comply with the laws of the applicable legal system(s).

**Prohibition of corruption and bribery**

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

**Respect for the basic human rights of employees**

- to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- to respect the personal dignity, privacy and rights of each individual; ○ to refuse to employ or make anyone work against his will;
- to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - to comply with the maximum number of working hours laid down in the applicable laws;
  - to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

**Prohibition of child labor**

- to employ no workers under the age of 18;

**Health and safety of employees**

- to take responsibility for the health and safety of its employees;
- to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - to provide training and ensure that employees are educated in health and safety issues;
- to set up or use a reasonable occupational health & safety management system;

**Environmental protection**

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

- to minimize environmental pollution and make continuous improvements in environmental protection;
  - to set up or use a reasonable environmental management system;
- Supply chain**
  - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- to comply with the principles of non discrimination with regard to supplier selection and treatment.

**K. GST Compliances**

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

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

**L. DETAILS OF BIDDER**

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

ANNEXURE - X

**M. CPPP DECLARATION BY MSE BIDDERS**

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

Dated .....

I/We, M/s .....,  
address....., hereby declare that I/We are registered  
as MSE supplier and have registered our Udyog Aadhar Memorandum (UAM)  
Number.....on Central Public Procurement Portal (CPPP).  
Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim  
through CPPP.

Company Authorized Signatory  
(Seal & Stamp)



Annexure XI

**N. 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 willfully 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/offering.

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

- 1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.
- 2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law

enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

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

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

**C. Limitation of Liability**

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

**D. Miscellaneous Conditions:**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
  - i. Choose a new password, whenever required for security reasons.
  - ii. Keep his/ her User ID & Password strictly confidential.
  - iii. Be responsible for any transactions made by User under such User ID and Password.

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

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

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**F. Personal Information**

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

**Helpdesk**

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

**G. Payment Gateway Disclaimer**

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

**H. General Terms and Conditions -**

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.
5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.
6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.