



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258208 /66258215
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100PM1699 dated 24.09.2020

Due date of Tender: 05.10.2020 at 16.00 hrs.
Opening of Technical Bid: 05.10.2020 at 16.05 hrs.

Two Bid online Limited E-Tenders are invited for “Supply of BLOW MOULDED PLASTIC LINERS for Composite barrels (Minimum Capacity 200 Ltr)” at IP-Silvassa, IP Vadodra and IP Chittoor through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.>

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

Disclaimer - This product and services are not available on GeM and Balmer Lawrie have no objection in providing this information for making available such products/services on GeM

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20 th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Mr.Tushar Ingale Mobile -9769015541 Email id – ingale.td@balmerlawrie.com 2.Mr.Sanket Thakur Mobile -9967524819 Email id - thakur.ss@balmerlawrie.com	Contact Persons: 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) ritu.patil@c1india.com 2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Saturday) 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644 Escalation level 1– Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com Level 2 - Mr. Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

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 most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Vadodara, Asaoti, Kolkata and Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

A. Instructions for bidders

TWO Bid online Limited E-Tenders are invited for “Supply of BLOW MOULDED PLASTIC LINERS for Composite barrels (Minimum Capacity 200 Ltr)” at IP-Silvassa IP Chittoor and IP Vadodara through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.>

Please Refer to Annexure –I for detailed Scope of work.

The tender is invited in **Two-Bid System**. The tender document consists of **Price Bid**. The tender document consists of Pre-Qualification Criteria (Unpriced Bid) - Annexure-II, & Price Bid Annexure-III.

Price Bids of those bidders shall be opened only who will satisfy all Pre-Qualification Criterion as written in Annexure- II

All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

Responses from both registered as well as unregistered vendors will be accepted.

Important points to be noted

- | |
|--|
| 5.1 Due date for online bid submission 24.09.2020 at 16:00 hrs |
| 5.2 Online Technical bid opening 05.10.2020 at 16:05 hrs. |

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

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

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

- **BL would be the Purchaser/Owner for the tendered item.**
- **The successful bidder will be the Supplier.**
- **This document is the Tender.**
- **The Acceptance of the Order by the successful bidder will form the contract.**

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

Earnest Money Deposit (EMD)– As per Clause no. XIV of this tender document “Terms and conditions for making Online payment towards Earnest Money Deposit [EMD]”.

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

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

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

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

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/ newspapers. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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 work
- E. Annexure II- Prequalification Criteria
- F. Annexure III – Price Bid.
- G. Annexure IV - Conditions for Online Bid submission
- H. Annexure V – GST compliance undertaking
- I. Annexure VI – Details of Bidder
- J. Annexure VII- Letter from MSE's bidder to avail the benefits as per Public Procurement Policy for MSE's Order 2012
- K. Annexure VIII- Purchase preference for Make In India and MSE Supplier
- L. Annexure IX - Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)
- M. Annexure X – Format for BG to submit Security Deposit

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.

1. Late Bids

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

2. Bid Validity

The offer shall remain valid for a period of **one** month from the date of opening of the Price Bid.

3. Bid Rejection Criteria

A bid may be rejected if.

- i. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. 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-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.

4. Clarifications

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

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

5. 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

6. Tender Documents and Deviations

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

Deviation from scope of work, as given in the Tender Document-Annexure – I, would invite immediate dis-qualification from further consideration of the bid.

7. Preparation and submission of Tender Documents

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

a. Price Bid (Annexure II is Price Bid)

The lowest bidder will be decided on **the Lowest Net Delivered Value in Indian Rupee, separately for each SKU** as mentioned in the scope of supply {all inclusive}.

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

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

B. SPECIAL TERMS & CONDITIONS

Earnest Money Deposit (EMD)

Earnest Money Deposit {EMD} of **Rs.27,000.00 (Rs. Twenty Seven Thousand only)** is to be paid online as per Annexure –XII in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture in the event of:

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

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

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

Validity of the Offer:

The offer shall remain valid for a period of **one month** from the date of opening of the Price Bid.

Security Deposit (SD)

Security Deposit amount of **5% of the basic order value for period of contract** to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favor of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for contract period** in BL's format (**Annexure X**) only.

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard**

Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.

In case of non-submission of security deposit within 10 days of receipt of order, the payment shall be made within 30 days from the date of receipt of the material or security deposit whichever is later.

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

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

- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to provide service/supplies as per tendered job during the contract period.
 - Successful bidder violates the tender condition,

 - Security Deposit will be refunded only after successful completion of the contract.
 - If the performance of the bidder is found to be unsatisfactory.
- * The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

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

Rejection

If, as a result of inspection, examination or testing, M/s. Balmer Lawrie's Representative decides that any material is defective or otherwise not in accordance with the contract, M/s. Balmer Lawrie's representative may reject such material and shall notify the Vendor within 15 days of receipt of material at site. The Vendor shall then investigate the material within 15 days from the date of complaint. If rejections are found to be genuine, the Vendor shall lift and replace with fresh material at the original supplied rate **within next 7 days**, else, BL reserves the right to go ahead with risk purchase from other supplier and recover the differential cost.

Payment Terms:

Our payment terms are as follows:

30 days credit period from the date of invoice.

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.

BL shall place the Purchase order on the Lowest Quoted Bidder SKU Wise as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder.

Validity of the Contract:

The Contract if any awarded against this tender will be valid for approximately **3 months from date of award of contract**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later.

Delivery Period:

Supply of material will be as per below schedule from receiving PO (Purchase Order)/LOI (Letter of Intent) from BL & advance if applicable-

Plant	Material Description	Tentative Schedule *
Silvassa	3.25KG Blue Liner 1MM	Total – 4000 Nos (50% in Oct'20 and 50% in Nov'20)
Silvassa	5.5KG Natural Liner 1MM	Total – 400 Nos (50% in Oct'20 and 50% in Nov'20)
Vadodara	3.25KG Natural Liner 1MM	Total – 2500 Nos (50% in Oct'20 and 50% in Nov'20)
Vadodara	3.5KG Natural Liner 1MM	Total – 2500 Nos (50% in Oct'20 and 50% in Nov'20)
Chittoor	3.25KG Blue Liner 1MM	Total – 400 Nos (50% in Oct'20 and 50% in Nov'20)

Note:- Weekly schedule will be given in details for supply.

*** Interchange of order quantity/Swapping between the locations/SKU within the awarded estimated order value of the contract shall be made by company.**

****Balance qty if any within the overall tolerance limit should be delivered as per call up from Plant Level.**

LIQUIDATED DAMAGE (LD):

In case, the successful bidder fails to supply and execute services within the stipulated period as per the Purchase Order, Liquidated Damages will be imposed @ 0.50% of the Total Purchase Order Value, per completed week up to a maximum of 5% of the total Purchase Order value

Guarantee/ Warranty:

The manufacturer / supplier / bidder shall provide in writing necessary guarantee /warranty that the equipment designed, manufactured and supplied to BL shall be new and free from defects in Material, workmanship and design & construction and it will perform in accordance to the specification for a period of 12 months from the date of commissioning of the machine. In the event of any deviation / non-performance as per technical specification , the successful bidder will ensure repairing of the equipment / defective part(s) failing which will give free replacement with new machines or defective parts or adjust the proportionate claim from the 10% retention money/Performance Guarantee.

Testing & Inspection:

The material shall function to such capacities and / or outputs as defined in the specifications and shall meet the specifications prescribed in the Technical specification. The bidder shall carry out all the relevant test, adjustments and inspection before dispatch of the machines. The bidder shall inform BL of their state of readiness to carry out the test prior to dispatch to enable BL to plan & organize for the Inspection & Testing if required.

The bidder's responsibility shall also not in any way be reduced or discharged because BL or BL's representative(s) or Inspector(s) shall have examined or commented on the bidder's drawings or specifications or shall have witnessed the tests or shall have stamped or approved or certified any Material(s).

Packing & Marking:

The Equipment should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. Fragile items should be packed with special

SBU: Industrial Packaging

packing materials depending on the type of material. All protrusions shall be suitably protected. The successful bidder shall be held liable for all damages or breakages to the Machine(s)/Equipment(s) due to defective or insufficient packing.

All packages should be marked for easy identification

Despatch Instructions:

Unless otherwise specifically advised in writing, the goods shall not be despatched without prior inspection testing and release notes/Materials Acceptance certificates issued by inspectors/BL.

The goods shall be consigned in the name of consignee viz

Address	Tax Information
Balmer Lawrie & Co Ltd (1030) SBU – Industrial Packaging Survey no. 23/1/1, Khadoli Silvassa (UT of Dadra Nagar & Haveli) – 396230 Ph - 0260-2649044, Fax – 0260-2699045	Provisional ID Number: 26AABCB0984E1ZX
Balmer Lawrie & Co Ltd. Plot No. 727, GIDC Savli Industrial Area, Vadodara, Gujarat. 391775 Mr.Subhash Tiwari -9601649295 Mr.Abhay 9748414135	Provisional ID Number: 24AABCB0984E1Z1
Balmer Lawrie & Co Ltd (1090) SBU – Industrial Packaging 62,Patnam Village , Araconda Road Chittoor (Andhra Pradesh) – 517131 Ph - 08573-281077, Fax No. – 08573-281088	Provisional ID Number: 37AABCB0984E1ZU

C. GENERAL TERMS AND CONDITIONS

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.

Scope of Supply

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

Reference for Documentation

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

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

Payment Terms

The terms of payment are as mentioned in Special Terms & Conditions under Clause "Payment Terms".

Award of Contract

The tender would be finalized on the basis of Composite Lowest Net Delivered Price (NDP) SKU wise.

Rejection of Bids

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

Delays

Delay in Bidding

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

Bidder needs to ensure that both the Technical/Pre-Qualification as well as Price bids are submitted on or before the Tender closing date and time. Failure to submit either of the two (i.e. Technical/Pre-Qualification as well as Price bid) shall call for immediate disqualification and the Technical/Pre-Qualification bid will not be considered for further evaluation

Delay in Delivery

The bidder shall try to complete the delivery/complete the job as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Special Terms & Conditions under Clause "Delivery/Job Completion Period".

Delay due to Force Majeure

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 nonperformance 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 ED (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.

RISK PURCHASE

In case services are not effected as per given schedule,, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

Sub-Contracts

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

Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, dispatched, 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.

Termination

Without prejudice to BL's 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 or any part thereof 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 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 stop supply.

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

Arbitration

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

The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, dispatched, 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.

Code of Conduct for Balmer Lawrie & Co. Suppliers / Contractors

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this

Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

The supplier declares herewith:

- ☒ **Legal compliance**
 - o to comply with the laws of the applicable legal system(s).
- ☒ **Prohibition of corruption and bribery**
 - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

☐ Respect for the basic human rights of employees

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

☐ Prohibition of child labour

- o to employ no workers under the age of 18;

☐ Health and safety of employees

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

☐ Environmental protection

- o to act in accordance with the applicable statutory and international standards regarding environmental protection;
- o to minimize environmental pollution and make continuous improvements in environmental protection;
- o to set up or use a reasonable environmental management system;

☐

☐ Supply chain

- o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

D. Annexure-I

SCOPE OF SUPPLY - Supply of BLOW MOULDED PLASTIC LINERS for Composite barrels (minimum capacity 200 Ltr)" at IP-Silvassa

Technical Specifications are as below –

BLOW MOULDED PLASTIC LINERS for Composite barrels (Minimum capacity 200 ltr) -Silvassa

Overall dimensions : Dia. 568 ± 6 mm x Height 867 ± 4 mm , Centre to Centre dimension –
 403 ± 3 mm

Material : High Molecular-High Density Polyethylene (HM-HDPE)

Min. wall Thickness : 1. mm

Weight Range : 3.25 +/- 0.200 kg.

Colour of liner : Blue

Diameter of Neck : 69.00 ± 0.5 mm

Bungs Gasket : PTFE

BLOW MOULDED PLASTIC LINERS for Composite barrels (Minimum Capacity 200 ltr) -Vadodara

Overall dimensions : Dia. 568 ± 6 mm x Height 867 ± 4 mm, Centre to Centre dimension –
 403 ± 3 mm

Material : High Molecular-High Density Polyethylene (HM-HDPE)

Min. wall Thickness : 1 mm

Weight Range : 3.25 +/- 0.200 kg. (for 3.25 KG Linear) //3.50 +/- 0.200 kg. (for 3.50 KG)

Colour of liner : Natural/White

Diameter of Neck : 69.00 ± 0.5 mm

Bungs Gasket : PTFE

BLOW MOULDED PLASTIC LINERS for Composite barrels (Minimum capacity 200 ltr) -Silvassa

Overall dimensions : Dia. 568 \pm 6 mm x Height 867 \pm 4 mm , Centre to Centre dimension –
403 \pm 3 mm

Material : High Molecular-High Density Polyethylene (HM-HDPE)

Min. wall Thickness : 1.5 mm

Weight Range : 5.5 +/- 0.200 kg.

Colour of liner : Blue

Diameter of Neck : 69.00 +/- 0.5 mm

Bungs Gasket : PTFE

Delivery Period

Supply of material will be as per below schedule from receiving PO (Purchase Order)/LOI (Letter of Intent) from BL & advance if applicable-

Plant	Material Description	Tentative Schedule *
Silvassa	3.25KG Blue Liner 1MM	Total – 4000 Nos (50% in Oct'20 and 50% in Nov'20)
Silvassa	5.5KG Natural Liner 1MM	Total – 400 Nos (50% in Oct'20 and 50% in Nov'20)
Vadodara	3.25KG Natural Liner 1MM	Total – 2500 Nos (50% in Oct'20 and 50% in Nov'20)
Vadodara	3.5KG Natural Liner 1MM	Total – 2500 Nos (50% in Oct'20 and 50% in Nov'20)
Chittoor	3.25KG Blue Liner 1MM	Total – 400 Nos (50% in Oct'20 and 50% in Nov'20)

* Interchange of order quantity/Swapping between the locations/SKU within the awarded estimated order value of the contract shall be made by company.

**Balance qty if any within the overall tolerance limit should be delivered as per call up from Plant Level.

E. ANNEXURE – II

PRE-QUALIFICATION CRITERIA		
SR NO.	Criteria	Documents need to submit
1	The bidder shall have at least two years' experience in the supply of Similar type of material.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	PAN Number	Copy of PAN CARD
3	GST Number	Copy of GST Certificate
4	Earnest money deposit Rs.27,000.00	Online EMD as per annexure IX
5	Local & Import Content Certificate	Self-Declaration from bidder on company's letter head As per Annexure -VIII
6	Food Grade Certificate	Self-Declaration from bidder on company's letter head
7	MSDS Certificate	Copy of MSDS Certificate

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 of turnover is Rs.40 Lakhs is exempted for qualification in above clause 3

*Bidder will need to submit Food Grade certificate.

ANNEXURE - III

F. PRICE BID – to be filled by BIDDER

SI No	Plant	Description	QTY	UOM	Rate [Rs./Unit]	Total Value [Rs.]	GST %
1	Silvassa	3.25KG Blue Liner 1MM	4000	NOS			
2	Silvassa	5.5KG Natural Liner 1.5MM	400	NOS			
3	Vadodara	3.25KG Natural Liner 1MM	2500	NOS			
4	Vadodara	3.5KG Natural Liner 1MM	2500	NOS			
5	Chittoor	3.25KG Blue Liner 1MM	400	NOS			

* Interchange of order quantity/Swapping between the locations/SKU within the awarded estimated order value of the contract shall be made by company.

**Balance qty if any within the overall tolerance limit should be delivered as per call up from Plant Level.

The above-mentioned rate should be inclusive of freight, packaging and forwarding charges.

The tender would be finalized on the basis of Composite Lowest Net Delivered Price (NDP).

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

G. ANNEXURE-IV

CONDITIONS FOR ONLINE BID SUBMISSION

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

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

Minimum System Requirements:

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

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

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

Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on

e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

1.Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday)

Email - ritu.patil@c1india.com

2. Mr. Tirtha Das, Mob +91 -9163254290 Email - tirtha.das@c1india.com (Kolkata / Monday -Friday)

3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– chikkavarapu.manisankar@c1india.com (Chennai / Monday -Saturday)

4.Helpdesk Support (Kolkata) Email -blsupport@c1india.com - (Monday – Saturday) +91 -8017272644

Escalation level 1– Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com **Level 2** -

Mr. Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

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.

Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for 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.

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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

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.

H. Annexure-V

GST Compliance

- [1] Bidder to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIII 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

I. Annexure-VI

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	

J. Annexure -VII
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)

K. Annexure – VIII

Purchase Preference to Make in India and MSE Supplier-

1. Purchase Preference under Public Procurement (Preference to Make in India) Order:

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*“Margin of purchase preference” means the maximum extent to which the price quoted by a *Class-I local supplier’ may be above the L1 for the purpose of purchase preference.*

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, full quantity will be awarded to L1.

- If L1 bid is not a 'Class- local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the Lowest bidder among the "Class- local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local suppliers quoted price falling within the margin of Purchase preference, and contract for that quantity shall be awarded touch Class-I local supplier subject to matching the L1 price In case such lowest eligible 'Class- local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-1 local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder
- In case none of the Class-I local suppliers are able to match the L1 price, then the contract will be awarded to the original L1 bidder

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020.

DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

I/We,M/s.....,address.....
....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –
Domestic Content –
Imported Content –

Authorized Signatory,

2. Purchase preference for MSE supplier:

As per the purchase policy set by Government of India for Government and PSU organizations (25% of the tendered quantity shall be allowed to be supplied by participating MSEs), 4% out of this 25% of tendered quantity to be reserved for MSE vendors owned by SC/ST and 3% out of this 25% the tendered quantity to be reserved for Women entrepreneur provided they match the L1 rates.

As this is a non-divisible tender, an MSE quoting in the price band L1 +15 % may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned.

Annexure –IX

L. 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/offerings.

B. General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by

a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

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

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

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

C. Limitation of Liability

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

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

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

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

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

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

D. Miscellaneous Conditions:

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

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

E. Debit/Credit Card, Bank Account Details

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

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

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

F. Personal Information

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

Helpdesk

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

G. Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/

agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

H. General Terms and Conditions -

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

M. ANNEXURE- X

**(To be provided by Successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit)**

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

Dear Sir,

That Messrs. /Mr. _____ (set out full name and a Bidder and constitution of the Successful bidder) (hereinafter referred to as “the Successful bidder”) filed their / his / its quotation against your Tender being Tender No. _____ dated _____ (hereinafter referred to as “the said Tender”) for “Providing Mechanical Services to our Taloja Plant” and in pursuance thereto an Order being No. _____ dated _____ (hereinafter referred to as “the Order”) was issued by you to the Successful bidder.

The conditions of the said Tender, inter alia, require that the Successful bidder 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 Successful bidder) have / has approached us and at their / his / its request and in consideration of the premises. We _____ (set out full name of the Bank) having our office, inter alia at _____ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Successful bidder), 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.
2. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Successful bidder and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the successful bidder) or to extend time of performance by Successful bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Successful bidder 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 Successful bidder 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. 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.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Successful bidders), 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.
5. Our liability under this guarantee is restricted to Rs. **00.00** (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated: