



**GREASES AND LUBRICANTS**

Survey No 201/1, Sayli  
Silvassa-396230

**NOTICE INVITING TENDER**

Tender No GLS/TE20/044

**Due date of Tender: 09/12/2020**

**Opening of Technical Bid: 21/12/2020 till 6.00 PM**

Online [Two Part Bid] Tender is invited for "Interior Painting, Civil Repair & Maintenance Grill Works at Saket Complex, Silvassa at Company Accommodation Through Balmer Lawrie e- procurement Portal <https://balmerlawrie.eproc.in>

The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com)

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

**Declaration for GeM :-** "The tendered item/service is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.

<b>Balmer Lawrie &amp; Co. Ltd.</b> G&L Silvassa Unit Survey No 201/1 Sayli - Silvassa-396230	C1 India Pvt. Ltd. 603, Coral Classic, 20 <sup>th</sup> Road, Near Ambedkar Park, Chembur Mumbai- 400 071
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1. **Introduction**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, Netaji Subhas Road, Kolkata – 700 001 having its 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 Greases and Lubricants, the Company is having its plants at Silvassa, Chennai and Kolkata. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

A. **Instructions for bidders**

1. Online [Two Part bids] e-tender are invited from registered vendors for undertaking “**Interior Painting, Civil Repair, Installation of Grills**” at the Saket Complex, Silvassa, 396230 for Company accommodation flats as per detailed Scope of Work contained in Annexure II of this tender.
2. The tender is invited in Two-Bid System. The tender document consists of Technical Bid and Price Bid.
3. All technical documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
4. 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.

5. Bid Security / Earnest Money Deposit (EMD) / Security Deposit– As per Clause No. 2 & 8 of the General Terms & Conditions of this Tender document.

Micro and Small Enterprises (MSE's) are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Failure to submit required document in support of MSE as per clause mentioned in Tender document, by the bidder claiming mentioned benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

**Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.**

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 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.

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 6.3

The Tender document consists of:

SN	Contents	Annexure
1	General Information	I
2	Scope of Work	II
3	General Terms and Conditions	III
4	GST Compliances	IV
5	Details of Vendor	V
6	Price Bid	VI
7	CPPP Declaration	VII
8	Conditions for Online Bid Submission	VIII
9	Code of Conduct for BL Suppliers	IX

6.0 The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, 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.

**6.1 Late Bids**

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

**6.2 Bid Validity**

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

### 6.3 Bid Rejection Criteria

#### **A bid may be rejected if**

- i. The bidders fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. The bidder does not meet the Eligibility Criteria and / or non-submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
- vi. Contractors, Vendors or their owners/proprietors who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.

### 6.4 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*)

**GENERAL INFORMATION**

**This tender document is prepared to define the scope of work. All pages of this document issued at the time of execution, shall form the integral part of the contract.**

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

- Confirmation on the scope as detailed out in this tender.

**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 E-procurement platform/website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**ANNEXURE - II****SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

Internal Painting:

Item No.	Description of Item	No of flats
1	<b>Civil work</b> <b>Wall and Beam &amp; Ceiling painting:</b> Removing old paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :13.90.1 Old work (one or more coats)	
1.1	1 BHK	5
1.2	2 BHK	4
1.3	3 BHK	3
2	Polishing on wood work with ready made wax polish of approved brand and manufacture : 13.104.1 Old work	
2.1	1 BHK Main Door D	5
2.2	2 BHK Main Door D	4
2.3	3 BHK Main Door D	3
3	Varnishing with varnish of approved brand and manufacture : Two or more coats of glue sizing with copal varnish over an under coat of flattening varnish	
3.1	1 BHK Main Door D	5
3.2	2 BHK Main Door D	4
3.3	3 BHK Main Door D	3
4	Painting with synthetic enamel paint (conforming to IS 2933) of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	
	DOORS	
4.1	1 BHK	5
4.2	2 BHK	4
4.3	3 BHK	3
4.4	Wooden balcony door	1
	Grill	
4.4	1 BHK	5
4.5	2 BHK	4
4.6	3 BHK	3

5	<b>Water proofing:</b> Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge.	NA
6	Removing old flush door and Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws and use the old locks, tower bolts, door stopper.	NA
7	Providing and fixing 18 mm thick granite gang saw cut, mirror polished, premoulded and prepolished, machine cut for window sills, doros lines and facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), width upto 150 mm with epoxy resin based adhesive, including cleaning etc. joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. in facia and drops of complete.	NA
8	Water proofing treatment at the dampness walls	NA
9	Providing and fixing mild steel. grill work for windows and ventilators weighing 15 Kg/sqm using M.S. flats, or M.S. square rods, or combination of M.S. flats and square rods as per approved design, drawing including cutting steel sections and welding ,grinding to get a smooth surface to required pattern with a coat of red lead primer, including the cost of all materials, scaffolding, labour, curing, HOM of equipment's and machineries, with all leads and lifts loading and unloading charges, transportation cost and conveyance of all other materials & all other incidental charges etc complete for successful completion of work as per specifications and as directed by the Engineer-in charge.	First floor

**Interior Painting, carpentry, Painting of wooden doors, windows and steel members with distempering with 1<sup>st</sup> quality acrylic distemper (ready mix) wherever required including cost of materials, Labour, etc. as per technical specifications given in the rate schedule.**

**Note –**

- a. Bidder should be a certified applicator from the selected manufacturer.
- b. Any electrical wiring, casing capping patti, switch board etc. that is removed during work execution, must be re-fixed by the successful bidder after work completion including cost of material, labour etc.
- c. The successful Bidder should provide minimum 3 years warranty after completion of work for the painting and waterproofing work 5 years.
- d. The bidders are requested to inspect the site with prior appointment / permission.

- e. The quantities mentioned in the Price Bid are indicative and do not carry any commitment.
- f. The successful bidder to ensure that the premises are kept clean after completion of work.
- g. The successful bidder will be responsible if any damages occurs during the execution of work
- h. Dampness test should be carried out before Painting for dampness treatment.



**GENERAL TERMS & CONDITIONS**

1. 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

- 1.2.1 **Bid Security Declaration:** - Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

**Bidder needs to submit the declaration as per below format.**

The bidder in the said declaration should declare that :- We will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender.

**Penal Action in case of withdraw or modification of bid during after tender due date and during validity period.**

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable."

**Preference to Make In India Policy** – Local content in the tendered items (Order No P- 45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India. Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under: "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 custom 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 or more than 50%, as defined under this 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 this Order.

**Non-Local supplier'** means a supplier OR service provider, whose goods, services or f works offered for procurement, has local content less than or equal to 20%, as defined under this Order. In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate duly signed by authorized person of your company letter head regarding the percentage

of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

**This tender is for Class-I, Local Supplier only so vendor has to give the declaration of the same.**

3.a The bidder should have successfully executed similar job Interior Painting and Civil work of cost not less than any of following values during the last 3 years ending on 31<sup>st</sup> March 2020.

- (i) 3 jobs each of not less than Rs. 1.00 Lakhs OR
- (ii) 2 jobs each of not less than Rs. 1.50 Lakhs OR
- (iii) 1 job of value not less than Rs. 3.00 lakhs

3.b The bidder should have average turnover of Rs.2.00 lakhs during the last 3 years ending March 2020 (Proof to be attached).

4. **Bidder should not have been blacklisted by any PSU / Govt. Department (a self- certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled**

5. 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. **Tender Opening**

First Technical Bid will be opened online and after evaluation of the Technical bids as per tender clause and Pre-Qualification Criteria, the price bids of technically successful bidders would be opened. Price Bid of unsuccessful bidders in technical bidder would not be opened and considered for final Price Bid Evaluation.

8. **Security Deposit**

EMD of the successful tenderer shall be converted/adjusted into Non-interest bearing Security Deposit and shall be refunded on completion of **Defect liability** Period of 12 (twelve) months from the date of completion of total work. In case of any defect in materials/treatment/workmanship detected during this period of 12 (twelve) months, the same shall be rectified/repaired immediately on intimation about the same. Non-conformance during this period may entail forfeiture of the security deposit. The EMDs of unsuccessful bidders will be refunded only after finalisation of tender.

The Security Deposit will not bear any interest.

The Security Deposit can be adjusted to the extent of EMD amount for the successful bidder. The Security Deposit will be refunded only after successful completion of the contract without any legal / statutory liability.

Security Deposit is liable for forfeiture if –

- a) Withdrawal of offer during validity period
- b) Unsatisfactory services i.e failed to fulfil the results as per the requirement of the Company during the validity of the contract.
- c) The Contractor damages or loses records /documents of the Company and/or fails in statutory compliances.
- d) The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- e) The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- f) The license of the Contractor is withdrawn / cancelled by any statutory / legal authorities during the validity of the contract.
- g) Successful Contractor violates the tender condition.
- h) Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions without any legal / statutory liability. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit. In case of any damages caused to the building, plant and machineries, the Security Deposit will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any, on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

- 9. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated
- 10. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** from the date of opening of the bid
- 11. **Submission of Online Bids**  
The Price Bid should not contain any information other than the price. The Price Bid should be filled as per the online Price Bid format provided.

**12. Completion Period**

The time schedule for completion of the whole work according to the contract shall be 25 days from the date of handing over the area for the proposed work.

**13. Acceptance of offers**

13.1 Balmer Lawrie reserves the right to accept L1 tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

13.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

13.3 Balmer Lawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

13.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

13.5 In the event of L1 being more than one bidder, the period or quantity of this tender may be equally divided among the L1 bidders or negotiate with all the L1 bidders at the discretion of BL to arrive at single L1 bidder.

**14. Negotiations**

14.1 Balmer Lawrie reserves the right to negotiate with only L1 Tenderer. The Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

14.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

**14.3 Price Variation**

The price should be firm during the contract period and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.

**14.4 Notification of Award**

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of Intent on the successful bidder(s).

**15 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 in writing. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

**16.** In case of unsatisfactory performance of the successful tenderer, failure to adhere

to prescribed norms or behavior by the staff of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated

**17. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY / HEALTH / ENVIRONMENT NORMS, RULES & REGULATIONS**

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

**18. Safety**

The bidders are strictly advised to follow the various safety aspects as per HSE norms pertaining to the work. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

**19. 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.

**20. Delay in providing services**

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause No. 33.

**21. Price**

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.

**22. Tender Evaluation: The tender would be finalized on the basis of Lowest Nett Delivered Price (NDP)**

**23. Payment Terms**

23.1 Payment will be made on actual work done under respective items of schedule duly certified by Engineer-in-Charge. Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

- 23.2 90% will be released within 15 days from date of submission of invoice upon actual completion of work accompanied by measurement sheets, certified by the Company's Maintenance team.
- 23.3 Balance 10% amount plus Security Deposit will be withheld as retention money and will be released after defect liability period, which shall be twelve (12) months from the date of issue of the completion certificate by the Company.
- 23.4 All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.

## **24. HSE REQUIREMENTS BY CONTRACTORS**

### **Housekeeping**

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

### **Confined Space**

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

### **Tools, Equipment and Machinery**

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.



### **Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- ✓ Fabricated ladders are prohibited.
- ✓ Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- ✓ Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- ✓ Ladders will be lowered and securely stored at the end of each workday.
- ✓ Ladders shall be maintained free of oil, grease and other slipping hazards
- ✓ Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- ✓ Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

### **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use

### **Environmental Requirements**

#### **Waste Management**

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

#### **Spills**

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

#### **Emissions**

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

**25. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY / HEALTH / ENVIRONMENT NORMS, RULES & REGULATIONS**

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

**26. Safety**

The bidders are strictly advised to follow the various safety aspects as per HSE norms in attending to the painting work at various elevated structures, roof levels like providing proper scaffolding, safety ropes and safety helmets, safety shoes etc. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

**27. Water**

Water required for the work shall be provided by the Contractor at his cost.

**28. Sub-letting of Work**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

**29. Extra Items of Work:** During the course of execution of the work, if the contractor comes across items of work which are not covered under the Schedule rate or not included therein, Contractor shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

**30. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen while delivering the test weights at site.. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.



**31. Liquidated Damage**

If the contractor is unable to complete the jobs specified in the scope of work within the period specified, it may request owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

**32. 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.

**33. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company during the contract period. An Indemnity Bond (Annexure XIV) is to be executed by the successful L1 bidder within 5 days of the receipt of PO. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

**34. PF / Other Statutory obligations**

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws as applicable which are as given below:

The Contract Labour (Regulation & Abolition) Act 1970 & Rules

The Employees Provident Funds and Miscellaneous Provisions Act 1952 & Rules

The Employees State Insurance Act 1948 & rules

The Minimum Wages Act 1948 & rules

The Employees Compensation Act 1923 & Rules (if applicable)

The Bombay Shops & Establishment Act 1948 & Rules

Any other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

To ensure compliance of all rules related to Cleanliness and Housekeeping as promulgated by BMC & other Statutory Authority.

The personnel deployed in the Company's premises by the Contractor should be 18 years & above of age and below 58 years and shall be fully qualified in all respects to carry out the activities for which he has been deployed.

The contractor shall issue its I-Card and equip the personnel deployed by him in the Company's premises with all the necessary implements, dress and safety equipment.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

**35. Insurance**

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of Balmer Lawrie & Co Ltd for coverage of Staff's compensation and employees' liability insurance as applicable.

**36. Penalty Due to Non-performance**

In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "**Risks and Cost**" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

In case of damage to employee and property by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the Officer in Charge or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's '**Risk and Cost**' and charges on account of such losses will be fully recovered from Contractor's bills.

**37. Addition /alteration of Tender Document**

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

**38. 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. 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 thereof and is final and binding on the parties. The proceedings shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle

any dispute arising out of this contract.

39. **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 Regional Administrative Head, 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

**NOTE: Wherever any dispute regarding the job arises, the decision of BL would be final and binding on the bidder.**

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 - IV**

**GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-V attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors 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 vendor. Vendor should arrange to deposit GST charged on due date and upload the same on GST portal to ensure availability of credit to BL.

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

**ANNEXURE – V****ADDITIONAL DETAILS OF VENDOR**

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

**ANNEXURE- VI PRICE BID**

Scope of work	<b>Painting and Civil Repair and maintenance works</b>				
Company	<b>Balmer Lawrie &amp; Co.Ltd</b>				
Location	<b>SURVEY NO 201/1 ,SAYLI, SILVASSA-396230</b>				
Tender No	<b>GLS/TE20/044 Dated 09/12/2020 BOQ</b>				
Item No.	Description of Item	Unit	Qty	Unit Rate	Amount Rs.
	<b>Civil work</b>				
1	<b>Wall and Beam &amp; Ceiling painting:</b> Removing old paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :13.90.1 Old work (one or more coats)				
1.1	1 BHK, 2 BHK,3 BHK	Sqm	<b>3947</b>		₹ -
2	Polishing on wood work with ready made wax polish of approved brand and manufacture : 13.104.1 Old work				
2.1	1 , 2, 3 BHK Main Door D	Sqm	<b>38</b>		₹ -
3	Varnishing with varnish of approved brand and manufacture : Two or more coats of glue sizing with copal varnish over an under coat of flatting varnish	Sqm			
3.1	1 , 2, 3 BHK Main Door D	Sqm	<b>39</b>		₹ -
4	Painting with synthetic enamel paint (conforming to IS 2933) of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	Sqm			
	<b>DOORS</b>				
4.1	1 , 2, 3 BHK and Wooden balcony door	Sqm	<b>409</b>		₹ -
	<b>Grill</b>				
4.2	1 , 2, 3 BHK	Sqm	<b>207</b>		₹ -
5	<b>Water proofing:</b> Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge.	Sqm	<b>10</b>		₹ -

6	Removing old flush door and Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters. 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws and use the old locks, tower bolts, door stopper.	Sqm	4		₹ -
7	Providing and fixing 18 mm thick granite gang saw cut, mirror polished, premoulded and prepolished, machine cut for window sills, doors lines and facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), width up to 150 mm with epoxy resin based adhesive, including cleaning etc. joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. in facia and drops of complete.	Rm	3		₹ -
8	Water proofing treatment at the dampness walls	LS	1		₹ -
9	Providing and fixing mild steel. grill work for windows and ventilators weighing 15 Kg/sqm using M.S. flats, or M.S. square rods, or combination of M.S. flats and square rods as per approved design, drawing including cutting steel sections and welding ,grinding to get a smooth surface to required pattern with a coat of red lead primer& enamel painting of two coats, including the cost of all materials, scaffolding, labour, curing, HOM of equipment's and machineries, with all leads and lifts loading and unloading charges, transportation cost and conveyance of all other materials & all other incidental charges etc complete for successful completion of work as per specifications and as directed by the Engineer-in charge.				
9.1	1st floor	Kg	530		₹ -
			Total		₹ -
			GST		₹ -
			Over all		₹ -
	Name of the bidder				
	Contact Person				
	Email Id				
	Contact No.				

Balmer Lawrie & Co Ltd.

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **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>	



**ANNEXURE – VII**

**BIDDER TO SUBMIT ON THEIR LETTER HEAD**

(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-VIII**

### **CONDITIONS FOR ONLINE BID SUBMISSION**

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

##### **Minimum System Requirements:**

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

##### **Operating System:**

- Windows 7,8,10

##### **Browser Version:**

- Internet Explorer Versions 11

##### **Java Component:**

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

#### **Procedure for Bid Submission**

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

#### **Registration with e-Procurement platform:**

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

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Tirtha Das, Mob 9163254290 email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
2. Ms. Ujwala Shimpi - 022 66865608

#### **Balmer Lawrie's officials.**

Contact nos. and e. Email ID

1. Mr. S.K.Srivastava – Phone No : 9898896501  
Email : [srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com)

**Digital Certificate authentication:**

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

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

**Bid Submission Acknowledgement:**

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

**Submission of Hard copies:**

**After submission of bid 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.

**Disclaimer Clause**

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

**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; o 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 labour**

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.

**Annexure X**

**Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)**

The Terms and Conditions contained herein shall apply to any person (“User”) using the services of **Balmer Lawrie & Co. Ltd.**, hereinafter referred to as “**Merchant**”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“**Service**”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://eproc.balmerlawrie.in> (“Website”). Each User is therefore deemed to have read and accepted these Terms and Conditions.

**A. Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not wilfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant’s treatment of personally identifiable information that Merchant collects when the User is on the Merchant’s website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User’s actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant’s legal rights or property, the Merchant’s site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant’s website/offerings.

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

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.

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](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.