

**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 – 66258215/66258209  
Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100LE1223 dated 10.10.2018**

**Due date of Tender: 22.10.2018 at 15:00 hrs.  
Opening of Technical Bid: 22.10.2018 at 15:10 hrs.**

**Online Two Bid e-Tender are invited** for “Hiring of mid sized Public vehicle (MUV Non A/c) **Six Seaters** model of 2015 or later with Driver” on monthly hire basis for a period of **One year** [extendable for further period of one year with mutual consent] for Official use at our Industrial Packaging Plant at Silvassa (U T of Dadra & Nagar Haveli),) through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.in>

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

**Contact details**

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> <b>603,Coral Classic,20<sup>th</sup> Road,</b> <b>Near Ambedkar Park,Chembur</b> <b>Mumbai-400 071</b>
<b>Contact Persons:</b>  1.Shri A.S. Das,Mob.07600067189 Land Line No.022 66258215 e.mail:das.as@balmerlawrie.com 2. Smt. Radha Balakrishna Land Line : 022 66258197 e.mail : <a href="mailto:radha.b@balmerlawrie.com">radha.b@balmerlawrie.com</a>	<b>Contact Person</b> 1. Mr. Tirtha Das, Mob 09163254290 Email - <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> 2. Mr.Tuhin Ghosh,Mob.08981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> 3. Mr. CH.Mani Sankar (Chennai), +91-8939284159 <a href="mailto:chikkavarapu.manisankar@c1india.com">Email – chikkavarapu.manisankar@c1india.com</a> 4. Mr.Partha Ghosh,Mob.0 08811093299 Email – <a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a> 5 Ms. Ujwala Shimpi, Landline (022)66865608 <a href="mailto:Ujwala.shimpi@c1india.com">Ujwala.shimpi@c1india.com</a>

## 1. Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

### A. Instructions for bidders

1. Please refer to Annexure-II for detailed Scope of Work.
2. Two bid [Pre- Qualification Bid and Price Bid] Tenders are invited from Contractors who meet the Pre-Qualification criteria for Hiring of Public vehicle as per detailed Scope of Work contained in Annexure II of this tender for our plant at Silvassa.
3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification Bid and Price Bid.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification bid can be submitted only after the online bid submission.
5. Important points to be noted

**5.1 Due date for online bid submission 22.10.2018 at 15:00 hrs**

**5.2 Online Pre-Qualification / Technical Bid opening 22.10.2018 at 15:10 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 Service Provider.**

**This document is the Tender.**

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

6. Earnest Money Deposit (EMD)/ Security Deposit – As per Clause no. 1 & 2 of the Special Terms & Conditions of this Tender document.

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 – XIX.**

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.

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

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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 Bid Rejection Criteria as detailed in Clause no. 11.

**Response from BL 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.**

**7. 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/ BL's website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**8. Format of Tender Document**

Tender Documents consist of:

Sr.No.	Contents	Annexure
A.	<b>Instruction for bidders</b>	
B.	<b>Pre-Qualification Criteria [Unprice Bid]</b>	I
C.	<b>Scope of Work</b>	II
D	<b>Special Terms and Conditions</b>	III
E	<b>General Terms and Conditions</b>	IV
F	<b>Type of Vehicle</b>	V
G	<b>Role of Driver</b>	VI
H	<b>Role of Service Provider</b>	VII
I.	<b>Details of Penalties</b>	VIII
J	<b>GST Compliance</b>	IX
K	<b>Details of Bidder</b>	X
L	<b>Details of Driver</b>	XI
M	<b>Additional details of the Bidder</b>	XII
N	<b>Price Bid</b>	XIII
O	<b>Address of the Plant</b>	XIV
P	<b>Bank details for SWIFT/RTGS Transfers</b>	XV
Q	<b>Conditions for online bid submission</b>	XVI
R	<b>Code of Conduct</b>	XVII
S	<b>CPPP Declaration</b>	XVIII
T	<b>Format of Bank Guarantee for Security Deposit</b>	XIX

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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.

**9. Late Bids**

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

**10. Bid Validity**

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

**11. Bid Rejection Criteria**

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not meet the pre-qualification criteria and non submission of supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the Provisional GST Number as per Annexure- X 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.

**12. 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*)

**13. Opening of Price Bid**

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification Criteria as set by BL shall only be opened.

**14. Complete Scope of Work**

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

**15. 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 – II, would invite immediate dis-qualification from further consideration of the bid.**

**16. Language of Bids**

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

**17. 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. Pre-Qualification Bid**

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure I.

**b. Price Bid (Annexure XIII is Price Bid)**

The lowest bidder will be decided on the basis of Nett delivered value as mentioned in our Price Bid in Indian Rupees, for the service mentioned in the scope of work and 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.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

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

- c. After submission of bid online, the bidders are requested to submit the Demand Draft towards EMD alongwith hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**
- d. Only those bidders who meet the Pre-qualification criteria will be considered for opening of the Price Bid.**

**B. Pre – Qualification Criteria [Unpriced Bid]**

**ANNEXURE I**

Clause no	Description	Documents required
<b>A</b>	The bidder shall have atleast three years (to be considered from 01/04/2015) experience in the job of providing passenger car on rental basis	PO copy in Bidder's name (date of PO should be from 01/04/2015 or before).
<b>B</b>	The Passenger vehicle offered for hiring should not be more than 5 years old at the time of contract period with excellent condition and with a maximum run of 50,000 KMS	RC book / Insurance Documents.
<b>C</b>	Driver engaged by the service provider must hold a valid commercial Driving License for driving passenger vehicle since last 5 years	Copy of Driving License of the Driver.
<b>D</b>	The bidder should not be blacklisted by any PSU/Govt. Dept/Agencies	Self declaration duly signed by Authorized Signatory
<b>E</b>	The bidder should not be Employee of Balmer Lawrie or his/her family members [Family as defined in BL policy] or a retired employee of BL who has not completed 2 years after retirement.	Self declaration duly signed by Authorized Signatory
<b>F</b>	All the pages of the tender document should be signed as a token of acceptance of the terms & condition as set forth	Signed copy of the tender document
<b>G</b>	Submission of EMD of Rs. 3,000.00/-	Original DD OR NEFT details

**Annexure-II**

**C. SCOPE OF WORK**

**HIRING OF MID SIZED PUBLIC VEHICLE MUV NON A/C) WITH DRIVER HAVING  
COMMERCIAL NUMBER PLATE [YELLOW/BLACK].**

**[ERTIGA / BALERO / TRAVERA / SCORPIO OR ANY VEHICLE OF SIMILAR TYPE]**

**MODEL - YEAR 2015 OR LATER**

**PERIOD OF CONTRACT : NOVEMBER, 2018 TO OCTOBER, 2019 EXTENDABLE FOR  
FURTHER PERIOD OF ONE YEAR WITH MUTUAL CONSENT.**

**Scope of Work**

Sr.No.	Job
1	Starting & End point of the vehicle shall be : "Saket Complex", Dokmandi, Silvassa For commuting between Silvassa City and our works at Vill. Khadoli , Surangi Road, Silvassa for official jobs like transporting the light weight material and visiting the adjacent States like Gujarat & Maharshttra, and for bringing & dropping company's officers from / to the nearest Railway Station- Vapi
2	During office working hours, pick up and drop service to be provided as per requirement to staff, Service Engg/technician or any other authorized persons of the Company.
3	Providing services for sending out spare parts, material to the vendors/customers and also pick up and drop of material from the vendors/customers to BL. The weight of the material will not be more than 500 kgs at a given time.
3	Providing service for submission/collection of cheques, documents etc from respective department, offices, agencies, customers etc
4	In case of emergency, vehicle will be used for taking the injured person for hospitalization.

**Annexure-III**

**D. SPECIAL TERMS & CONDITIONS**

**1. Earnest Money Deposit (EMD)/BID BOND**

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **INR 3,000.00** (Rs. Three thousand only). Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-XV to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond**.

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

**EMD is liable to forfeiture 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

**2. Security Deposit (SD)**

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee by a Scheduled Indian Bank valid for 18 months in BL's Format (Annexure-XIX) only.

The Security Deposit to be submitted 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.**

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

- The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered service.
- 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.

**3. Security Deposit is liable for forfeiture, if**

- (a) Non service after Acceptance of Purchase Order.
- (b) Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- (c) Successful bidder violates the tender condition,
- (d) If the performance of the bidder is found to be unsatisfactory.
- (e) Security Deposit will be refunded only after successful completion of the contract.



**4. Payment Terms:**

Monthly payment shall be released only on the basis of actual running verified by the Officer of the Company within 15 days from the date of submission of the monthly bill. TDS would be deducted at the prevailing rates time to time from the monthly running bill.

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.

5. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.

**6. Period of Contact**

November, 2018 to October, 2019 [Further extendable for one year with mutual consent].

7. Tender Evaluation - The tender would be finalized on the Lowest Net delivered Value as per our Price bid for the service mentioned in the scope of work.

**8. 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 amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

**9. Award of Contract**

BL shall place the Purchase order on the Lowest Quoted Bidder on the basis of Net delivered value as per our Price Bid and 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.**

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

10. The rate quoted should remain fixed during the period of contract.

11. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the provisional GST Number as per Annexure X 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.

12. Generally Vehicle will not be sought during Holidays and Weekly off or for outstation travelling. However, in case of exigency, vehicle may be required to be provided on Holidays and weekly off or outstation travel. Contractor should quote separately for the same as provided in the Price Bid. However, km travelled during holidays / weekly off / outstation travel shall be considered as part of minimum guaranteed running. Log sheet must contain full details of use of the vehicle on all days including closed days.

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

**14. Engine Oil/Gear Oil/wear and tear parts and complete vehicle maintenance for smooth running of the vehicle will be on contractors account.**

15. RC Book of the vehicle is preferred to be in the name of the bidder/Proprietor of the firm, if not, consent letter from the original owner to be submitted for engagement of the vehicle for the full time period.
16. The driver running the car should have valid driving licence and the vehicle should be registered with concerned authorities of Central/State Government (RTO). At any point of time, the vehicle should carry valid road permit (tourist), pollution control certificate, necessary insurance policy papers. All above statutory requirements to be carried out by the person/contractor to their own account.
17. Vehicle should carry 2 kgs ABC Dry Powder Fire Extinguishers and should be refilled before expiry.
18. The normal duty hours of the driver will be 10 hours and beyond 10 hours extra charges will be payable. The vehicle may be used on holidays/weekly off days. Total km/day will be calculated considering starting point from Balmer Lawrie Housing Complex, Saket Complex, Dokmandi, Silvassa to ending point at Balmer Lawrie Housing Complex, Saket Complex, Dokmandi, Silvassa. After the day's work, vehicle to be stationed at our Housing Complex, Dokmandi, Silvassa
19. You will have to provide an experienced driver and the driver should be covered by adequate accident insurance policy. In the event of any accident causing personal injury to the driver or the vehicle, the Company will not be liable for payment of any compensation/claims whatsoever.
20. The vehicle shall be kept neat and clean and in perfect running condition provided with basic amenities like neat and clean upholstery. Regular servicing and maintenance of the vehicle as required as well as replacement of parts, if required, will be to contractors account and will be carried out by the contractor.
21. The driver must observe all the etiquette and protocol while performing the duty. He must be neatly dressed in uniform and well behaved. He must carry a mobile phone in working condition, for which, no separate payment shall be made by the Company. He must be polite at all times and follow road safety rules and norms.
22. A daily record indicating time and mileage for the vehicle shall be maintained separately in a log book and he has to obtain the signature of users against each entry. At the end of the month, copy of the relevant pages of the log book to be submitted alongwith the bill.
23. The cost of fuel, lubricants and consumables including repair, statutory payment etc will be to contractors account. The contractor will be responsible for proper upkeep and regular servicing of the hired vehicle.
24. Toll, Parking charges if any will be reimbursable on production of certified documentary evidence.
25. Fines, penalty, interest, etc. charged for violation of traffic rule will not be paid by BL under any circumstances.
26. No extra manpower/employee will be provided for delivering any material, document, spare parts, etc.
27. Any accidental damage to the vehicle/driver while performing official duty to be taken care by the successful contractor.

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28. In the event of the award of the tender and prior to execution of the contract, the successful contractor shall be required to submit copies of the Registration Certificate and comprehensive Insurance Policies of the vehicle being offered for hire and particulars with photograph of the driver dedicated to the vehicle.
29. No fresh conditions apart from those mentioned above will be accepted. Tenders with conditions will be treated as rejected.
30. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such bidders who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.
31. The quoted rate should remain firm during the terms of the contract.

Escalation in rate will be granted in the event of increase of price of Fuel as announced by the Authority. The basis of price escalation / de escalation would be as follows :

$$0.20 \times A \times (C - B)$$

$$\frac{\text{-----}}{B}$$

Where A = Base Price of the job at the time of **award of the contract**.

B = Current Price of Fuel

C = Revised Price of Fuel

The date of escalation/ de-escalation will be from the date of increase/ decrease of Fuel price. No other price escalation on any account will be entertained during the contract period. Escalation / de-escalation in rate will be effective if the change in Fuel price is more than Rs. 1.00 per liter from the current price.

**Toll Tax: shall be reimbursed at actual against documentary evidence.**

32. BL can terminate the contract during the contract period giving 90 days notice without assigning any reason whatsoever.

### 33. HSE Clause

a	<b>DRUG FREE WORKPLACE</b> All Contractor employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any time in BL's workplace or during hours of employment. Contractor's employees are expected to report to work free from the influence of illegal drugs and to remain free from such influence while on BL's premises or while performing any work for BL off premises. If any Contractor employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Contractor (including, but not limited to , unpaid suspension and termination). In addition, Contractor is required to report such activities to BL authorities immediately on detection of such event.
b.	<b>ALCOHOL-FREE WORKPLACE</b> Contractor employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Contractor employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Contractor.
c.	<b>SMOKE-FREE WORKPLACE</b>

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	For the health, safety and protection of all employees of BL as well as Contractual employees, smoking is not permitted anywhere in BL's premises, including but not limited to the lobbies, elevators, stairwells, corridors, restrooms, lounges, public areas, and all other building/plant spaces.
d	The front and rear seat belts must be operational.
e	The vehicle should have valid insurance & PUC certificates at all point of time.
f	The body of the vehicle should be of sound construction.
g	The driver provided should be defensive driving trained personnel.
H	The driver should be formally dressed with shoes during duty hours.

**34. 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. 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.

**35. 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.

**Annexure-IV**

**E GENERAL TERMS AND CONDITIONS**

**1. Introduction**

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

**2. Scope of work**

Scope of work for the tender shall be as mentioned in Annexure II.

**3. Reference for Documentation**

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

**4. 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 thereby confirm his acceptance of purchase order in entirety without exceptions

**5. 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.

**6. 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.

**7. Delays**

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

**8. Delay due to Force Majeure**

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

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BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

**9. 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 in respect of the due performance of the contract and the bidder's obligations there under.

**10. Control Regulations**

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

**11. Termination**

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written 90 days notice without assigning any reason, whatsoever.

Upon receipt of said termination notice, the bidder shall stop supply/service accordingly.

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

**12. 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.

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

## **F. TYPE OF VEHICLE**

- a. The Vehicle should have valid registration for commercial use.
- b. The Vehicle offered should not be more than 5 years old at any given point during the contract period and with a maximum run of 50,000 kms.
- c. The Vehicle offered should be registered in the name of bidder participating in the tender.
- d. The Vehicle offered in the tender should have valid comprehensive insurance, valid PUC Certificate, Fitness Certificate issued by RTO, on the date of tendering.
- e. The Vehicle should be services as per OEM's specifications and a Service Book should be available wherein details of services availed should be mentioned.

## **Annexure-VI**

### **G. ROLE OF DRIVER**

- a. Driver engaged by the contractor must hold valid commercial license for driving passenger vehicle since last 10 years.
- b. The contractor must provide clean uniform with shoes to the Driver, but under no circumstances Balmer Lawrie Logo or name should be displayed on the uniform.
- c. The Driver must be covered under ESI scheme. In absence of ESI coverage, the contractor must take insurance policy covering risks similar to ESI Scheme.
- d. As per the Road safety guideline, the Driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.
- e. The contractor must provide an undertaking that the Drivers provided by him do not suffer from colour/night blindness alongwith the tender.**
- f. Driver will not be allowed to drive under the influence of any intoxicant or Liquor.



## **Annexure-VII**

### **H. ROLE OF THE SERVICE PROVIDER**

- a. The service provider must submit name, address, copy of Driving License and police verification report of the driver engaged. Driver should not be changed without prior approval of Balmer Lawrie and the documents as stated above of the new Driver should be made available to the Company before such deployment. All statutory compliance with respect to the driver engaged should be complied.
- b. The service provider must indemnify Balmer Lawrie against any liability arising out of the operation of this contract and for which Balmer Lawrie is not responsible and for this purpose service provider must submit suitable indemnity bond acceptable to Balmer Lawrie.
- c. The service provider must provide for fuel, lubricants and consumables including repair, statutory payment, etc. and he will be responsible for proper upkeep and regular servicing of the hired vehicle.
- d. The service provider must ensure that the log book is signed by the user.
- e. The service provider must be the owner of the Vehicle bearing Commercial Registration
- f. In case of breakdown of Vehicle under contract, the contractor should arrange for replacement of similar type of vehicle immediately. In case the contractor is not able to provide such replacement, Balmer Lawrie can hire vehicle from market and the amount paid/payable on account of such hiring will be recovered from the service provider.

**Annexure-VIII**

**I. PENALTIES**

Sr.No.	Details	Penalty in Rs per instance
1	Late arrival beyond 30 minutes 1 <sup>st</sup> Instance 2 <sup>nd</sup> Instance 3 <sup>rd</sup> Instance	Rs.100.00 Rs.200.00 Rs.500.00
2.	Uncleanliness of Vehicle 1 <sup>st</sup> Instance 2 <sup>nd</sup> Instance 3 <sup>rd</sup> instance	Rs.250.00 Rs.350.00 Rs.500.00
3.	Driver poor knowledge of routes/bad behaviour/irresponsible/unsafe driving – 1 <sup>st</sup> Instance. 2 <sup>nd</sup> instance	Rs.250.00 Replacement to be sought immediately after 1 <sup>st</sup> instance
4.	Inappropriate attire/unclean uniform of Driver 1 <sup>st</sup> Instance 2 <sup>nd</sup> Instance 3 <sup>rd</sup> Instance	Rs.100.00 Rs.200.00 Rs.500.00
5.	Break Down of Car 1 <sup>st</sup> Instance	Rs.250.00
6.	Recurrent malfunction of car	Rs.1000.00
7.	Improper maintenance of log book 1 <sup>st</sup> Instance/2 <sup>nd</sup> Instance/3 <sup>rd</sup> instance	100 / 200 / 500
8.	False/inflated claims detected	Rs.100.00
9.	Misbehaviour, drunken driving, smoking inside the vehicle, using mobile phone while drive, rash/reckless driving.	Rs.250.00

**ANNEXURE IX**

**J. GST Compliances**

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

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

**K. DETAILS OF THE BIDDER**

**ANNEXURE-X**

1	Name of the Vendor	
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/SA Code for Supply/Service	
21	GST rates (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	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	
30	PAN No.	
31	Aadhar Card No.	

**ANNEXURE – XI**

**L. DRIVERS DETAILS**

1.	Name of the Driver	
2.	Licence Details	
3.	Address of the Driver	
4.	Mobile no. of the Driver	
5.	Aadhar Card No.	
6.	Police Verification Report – Reference No. & Date	
7.	Address of the Previous Employer	
8.	Medical Report	

**ANNEXURE – XII**

**M. ADDITIONAL DETAILS OF THE BIDDER**

[1]	Name of the Contractor	
[2]	Address, Telephone no./ Cell no.	
[3]	Type of Business	Proprietary / Partnership / etc
[4]	Turnover of Previous 3 years Last FY – 2015-16 2016-17 2017-18  PAN Number  GST Number	
[6]	Offered Vehicle details  (i)      Manufacturing year (Not prior to 2015)  (ii)     Model  (iii)    Colour  (iv)    Registration number  (v)     Insurance Policy No. & Validity  (vi)    PUC No. & Validity  (vii)   Chassis No.  (viii)   Upto date road tax token no.  (ix)    Trade Licence No. / Registration Certificate  (x)     Attach photograph of the offered vehicle.  [Documents to be attached]	

**ANNEXURE- XIII**

**N. PRICE BID – to be filled by BIDDER**

Sr.No.	Description	UOM	Unit Rate (Rs.)
1.	Rate per km alongwith Driver for 10 hours <b>(Minimum 2500 km/pm)</b>	Km	
2.a)	Rate/hour for extra hours beyond 10 hours a day or for working on Holiday.	Hour	
2.b)	Rate/km for extra km beyond 10 hours of duty or for working on Holiday.	Km	
3.	Rate for Night Halt to Driver for overnight stay.	Per Night	

**Note :**

- For provision of vehicle on Holiday & Outstation Travel and duty beyond 10 hours, higher of Sr.No. 2(a) & Sr.No. 2(b) will be paid. No extra amount is payable to Driver for working on Holiday or where no night halt is involved in case of outstation travel (same day return).
- L1 will be determined on the basis of rate quoted for Sr.No. 1.
- Taxes extra as applicable from time to time.

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

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

**ANNEXURE – XIV**

**O. ADDRESS OF BALMER LAWRIE PLANT**

**Balmer Lawrie & Co Ltd,  
Industrial Packaging  
Survey No. 23/1/1 Khadoli, Surangi, Road, Silvassa,  
Dadra and Nagar Haveli 396230**



**ANNEXURE - XV**

**P. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

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

**ANNEXURE - XVI**

**Q. 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
- 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. Mr. Tirtha Das, Mob 9163254290 email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
3. Mr. Partha Ghosh, Mob 8811093299 email – [partha.ghosh@india.com](mailto:partha.ghosh@india.com)
4. Mr. CH Mani Sankar, Mob 8939284159 email – [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)
5. Ms. Ujwala Shimpi, Landline (022)66865608 email – [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com)

Or

**Balmer Lawrie's officials.**

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

1.Shri A.S. Das,Mob.07600067189

Land Line No.022 66258215

Email id - [das.as@balmerlawrie.com](mailto:das.as@balmerlawrie.com)

2. Smt. Radha Balakrishna

Land Line : 022 66258197

e.mail : [radha.b@balmerlawrie.com](mailto:radha.b@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**

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.

## **R. 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**

- 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 behavior 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 labor**

- 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.

**ANNEXURE-XVIII**

S. CPPP DECLARATION BY MSE VENDORS

**BIDDER TO SUBMIT ON THEIR LETTER PAD**

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS  
AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.)

Dated .....

I/We, M/s .....,  
address....., hereby declare that I/We  
are registered as MSE supplier and have registered our Udyog Aadhar  
Memorandum (UAM) Number.....on Central Public Procurement  
Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the  
above claim through CPPP.

Company Authorized Signatory  
(Seal & Stamp)

**ANNEXURE- XIX**

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

**T. Proforma of the Bank Guarantee  
(Security Deposit – 5% of order value)**

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

Dear Sir,

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

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

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

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount 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 Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. 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 Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
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: