



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

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NOTICE INVITING TENDER FOR SUPPLY & INSTALLATION OF MS WINDOWS SERVER DATA CENTRE EDITION WITH SOFTWARE ASSURANCE (SPREAD PAYMENT OPTION FOR 3 YEARS)

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**TENDER NO** : BL/IT/HO/WSDC/PT/201819/0017  
**TENDER PUBLICATION DATE** : 13/02/2019  
**TENDER DUE DATE** : 05/03/2019  
**TENDER HOSTING WEB SITE** : <https://balmerlawrie.eproc.in>  
www.balmerlawrie.com

**TENDER IN-CHARGE** : Pradeep Thekutte, thekutte.p@balmerlawrie.com  
**ADDRESS** : 4<sup>th</sup> Floor, IT Department, 21 NS Road, Kolkata - 700001

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**Disclaimer**

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

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## SECTION-1: INVITATION FOR BIDS

### 1. Tender Schedule

<b>Tender No. &amp; Date</b>	<b>BL/IT/HO/WSDC/PT/201819/0017</b>
<b>Job</b>	Supply & Installation of MS Windows Server Data Centre edition with Software Assurance (spread payment option for 3 years)
<b>Cost of Tender Document</b>	Nil (Free Download from the tender site)
<b>Tender Publication Date</b>	<b>13/02/2019</b>
<b>Pre Bid Queries Submission Date</b>	<b>NA</b>
<b>Pre Bid meeting date</b>	<b>NA</b>
<b>Tender Submission Date</b>	<b>05/03/2019 at 1830 Hours IST</b>
<b>Place of Submission of Bid</b>	<p><b>Techno-commercial –To be submitted online as well as hard copy</b></p> <p>Mr. Pradeep Thekutte, AVP(IT Infrastructure) Balmer Lawrie &amp; Co. Ltd, 21, N.S. Road, Kolkata 700 001. Tel : (033) 22225204, Fax : (033) 22225253 Email : thekutte.p@balmerlawrie.com</p> <p><b>Price Bid -To be submitted online only at <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a></b></p> <p><b>The bid will be rejected if the Price Bid is submitted in hard copy</b></p>
<b>Technical Query</b>	Interested bidders can send emails to thekutte.p@balmerlawrie.com for any technical query
<b>Bid Security/ Earnest Money Deposit</b>	<p>₹ 15,000/- (Indian Rupees Fifteen Thousand only). – This will not attract any interest.</p> <p>Registered micro and small enterprises shall be exempted from furnishing EMD, subject to their submission of their registration details. EMD has to be submitted online only. Please refer to Clause No. 7 in SECTION-1 of this document for more details.</p>
<b>Validity of Bid</b>	90 days from the bid submission date

2. Balmer Lawrie & Co. Ltd (BL) invites sealed bids from eligible bidders for “Supply & Installation of MS Windows Server Data Centre edition with Software Assurance (spread payment option for 3 years)”.

You are requested to submit your offer in a Two-part bid for the subject as per the Technical specifications / Functional requirements, Scope of Work and Terms & Conditions as mentioned in this Tender document.

3. The bidder can download the bidding documents from website at <https://balmerlawrie.eproc.in>.

4. The tender document consists of:-

**SECTION 1 : INVITATION FOR BIDS**

**SECTION 2 : INSTRUCTIONS TO BIDDERS**

**SECTION 3 : MANDATORY QUALIFICATION CRITERIA**

**SECTION 4 : BUSINESS REQUIREMENT**

**SECTION 5 : COMMERCIAL TERMS & CONDITIONS**

**SECTION 6 : TECHNICAL SPECIFICATIONS/ REQUIREMENTS**

**ANNEXURES:**

**1. BID-FORM (TECHNO\_COMMERCIAL BID SUBMISSION LETTER)**

**2. PROFORMA BANK GUARANTEE**

**3. PRICE BID FORMAT**

**4. BIDDER'S PROFILE**

**5. ONLINE EMD**

**6. BANK TRANSFER/RTGS DETAILS**

**7. HSE INSTRUCTIONS**

5. It shall be the responsibility of the persons submitting the bid to ensure that the bid has been submitted in the specified format and as per the terms and conditions of the tender documents and no change should be made therein. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarifications from the authorized officer of BL. In case any tampering / unauthorized alteration is noticed in the bid submitted from the bidding document available on the BL Website, the said bid shall be summarily rejected, and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder may be separately indicated for acceptance in a deviation note or otherwise as proposed by BL.

6. Bidders are required to submit their bids in two parts:

i. Techno-Commercial Bid &

ii. Price Bid

**Techno-Commercial Bid:** This should contain all the required documents such as but not limited to hardware/software/solution/consultancy proposal along with relevant technical literature and data sheets, BoM with part codes, compliance to technical specifications, unpriced commercial bid and acceptance to all commercial terms and conditions etc. For a complete list of documents to be submitted under Techno-Commercial Bid, please refer to Point 2.2.7 under SECTION 2-INSTRUCTION to BIDDERS.

**Price Bids:** This should contain Prices and Taxes against all the line items in Price Bid Format specified in Annexure-3.

7. **Earnest Money Deposit [EMD]** of ₹ 15,000/- (Rupees Fifteen Thousand only) is to be paid online as per Annexure-5 in this tender document. Cheque or any other form of payment is not acceptable

towards EMD. EMD will be refunded online to unsuccessful bidders after finalization of tender. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

- a. Any bid not accompanied with the prescribed bid security/EMD, shall be rejected by BL as non-responsive.
  - b. The bid security/EMD of the successful bidder will be returned/ refunded when the Bidder has signed the Contract Agreement/ Purchase Order and fulfilled all the contractual obligations with respect to the scope of this tender and also furnished the required Performance Bank Guarantee(if applicable).
  - c. Please note, EMD will be exempted for vendors, who furnish a valid National Small Industries Corporation (NSIC) & Micro, Small & Medium Enterprises (MSME) registration certificate covering goods /services that are proposed to be procured. Following exemptions till such time it is valid/in force as per the latest notification/circular issued by Govt. of India, may be considered while tendering in respect of vendors coming under the definition of “Micro, Small & Medium Enterprises” industries.
  - d. EMD is liable to forfeiture if:
    - i. In the event of withdrawal of offers during validity period of the offer except that the bidder may withdraw its bid after submission provided that written notice of the withdrawal is received by BL prior to the deadline prescribed for bid submission.
    - ii. Fails to sign / Non acceptance of Contract/Purchase Order within the stipulated time.
    - iii. Any unilateral revision made by the bidder during the validity period of offer.
    - iv. Non execution of the documents after acceptance of the contract due to any dispute with the bidder or any reason whatsoever.
    - v. Non submission of PBG(if applicable).
  - e. BL does not take any responsibility for any delay in submission or non-submission of online bid/EMD due to connectivity problems or non-availability of website. No claims on this account shall be entertained.
8. Incomplete tender shall be liable for rejection without seeking any further clarification. BL also reserves the right to reject any or all tenders without assigning any reasons whatsoever.

## SECTION-2: INSTRUCTION TO BIDDERS

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

### 2.1 General Definitions

2.1.1 The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:-

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

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

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

## **2.2 General Conditions of the Tender & General Instructions to bidders for e-Tendering**

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

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

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

### **2.2.2 Cost of Bidding**

There will be no cost of the Tender Document.

### **2.2.3 Expenses**

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

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

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

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

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

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

**2.2.6** Bidder can seek any clarification on RFQ document through emails to [thekutte.p@balmerlawrie.com](mailto:thekutte.p@balmerlawrie.com) as per the Pre-Bid clarification dates mentioned in this tender, clearly mentioning the bidder name, Tender no. etc.

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

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

- a. Power of attorney in original or duly notarized.
- b. Response and proof pertaining to all Mandatory Qualifying Criteria.
- c. BL's RFP duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions as mentioned in this document.
- d. All Forms and Annexures attached, duly filled, signed and stamped.
- e. The full Bill of Material (BoM) with part number and the quantity needs to be mentioned in the submitted document. Individual items need to be clearly mentioned as Hardware, Software or Service.
- f. Un-priced copy of the price schedule clearly marking "XXX" wherever price is quoted mentioning applicable taxes and duties with declaration on it that "The Price bid is as per the format requested & prices submitted are in the units specified in the tender without any conditions attached" under the signature of the authorized signatories.
- g. Complete documentation (Solution Deployment along with relevant technical literature and data sheets pertaining to scope of work as mentioned in Business Requirement section)
- h. Product brochures and cross reference document pertaining to technical specification (as relevant).

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

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

### **2.2.8 Submission**

The Bidder shall seal the Techno-commercial bid. The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall

- ✓ be addressed to BL at the address given in the "IFB" and
- ✓ bear the Invitation for Bids title and number, and the statement "DO NOT OPEN BEFORE------(date) and ----- (time) i.e. the date and time of bid opening mentioned in the "IFB".
- ✓ The envelopes shall indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "not fit to be opened."

If the outer envelope is not sealed and marked as mentioned above, BL will assume no responsibility for the bid's misplacement or premature opening.

### **2.2.9 Directions for online bid submission**

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

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



online at <https://balmerlawrie.eproc.in>.

Name	E-mails	Phone Numbers	Availability (1000-1830 Hrs)
Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290	Mon-Fri
Mr. Partha Ghosh	partha.ghosh@c1india.com	+91-8811093299	Mon-Fri
Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	Mon-Fri
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	Mon-Fri
Helpdesk Support (Kolkata)		+91-8017272644	Mon-Sat

Escalation Level	Name	Email ID	Phone Number
Level 1	Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Level 2	Mr. Ashish Goel	ashish.goel@c1india.com	+91-9818820646
Level 3	Mr. Achal Garg	achal.garg@c1india.com	

✓ **Digital Certificate authentication:**

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

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

**2.2.10 Disclaimer for e-procurement:**

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

**2.2.11 Extension of bid submission**

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

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

#### **2.2.12 No Deviation**

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

**2.2.13** No responsibility will be taken by BL and/or the e-tender service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. It is advisable that bidders who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is enough time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BL officials.

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

#### **2.2.15 Submission of Hard copies**

**Under no circumstances the Price Bid should be submitted in physical form.** Part I & II, however, should be submitted in hard copy. Part II should also be submitted in the e- procurement site.

#### **2.2.16 Deactivation of Bidders**

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

#### **2.2.17 Tender Document**

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification, if in doubt, from the Tender Inviting Authority.

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

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

#### **2.2.18 Bid Submission Acknowledgement**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. C1 India is not

responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

- a. Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the bids online.
- b. The bidders should furnish hard copies of all the uploaded documents, **excepting the Price Bid**.

If any of the documents furnished by the Tenderer is found to be false/fabricated/bogus, the Tenderer is liable for black listing, cancellation of work and criminal prosecution.

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

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

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

#### **2.2.19 Preliminary examination of bids**

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

#### **2.2.20 Transfer of bid document**

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

#### **2.2.21 Important Notes to Bidders**

- i. It is the vendor's responsibility to carefully review this document and understand the scope of work while quoting for the bid. Any hardware, software required for executing the project & not listed in this RFP, will be on vendor's account and bidder must consider all such costs while submitting bids.

- ii. The vendor must have back-to-back support arrangement with OEMs during Warranty and AMC period for all the Hardware and Software covered under this RFP.
- iii. Successful Bidder shall submit a copy of back to back agreement (if Applicable) with OEMs within 15 days of issue of Purchase Order.
- iv. Jobs awarded under this contract/Purchase Order cannot be sub-contracted without the consent of BL
- v. Bidder must ensure that all the Mandatory Qualification and Techno-Commercial documents as mentioned in 2.2.7 are submitted along with the Price Bid failing which the Bid is liable to be rejected.

#### **2.2.22 Risk Purchase**

Balmer Lawrie reserves to itself the following in respect of this Contract without entitling the Contractor for any compensation.

- a. If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of Balmer Lawrie, whose decision shall be final and binding on the contractor, Balmer Lawrie reserves the right to get the work done by other parties at the cost and risk of the contractor. Any recovery of the cost incurred / LD shall be effected from the amount payable to the contractor and Performance Bank Guarantee wherever applicable.

#### **2.2.23 Observance of Local Laws :**

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

#### **2.2.24 Force Majeure:**

The following shall amount to force majeure conditions:-

- i. Act of terrorism;
- ii. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- iii. Ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- iv. Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- v. Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which

affect an essential portion of the Works but excluding any industrial disputes which is specific to the performance of the Works or the Contract.

- vi. For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- vii. Other similar causes / events over which the Contractor has no control.

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

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

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

If an event of Force Majeure occurs and its effects continues for a period of 180 (one hundred eight days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

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

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

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

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

If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.

The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of contractor as to whether the deliveries have been so resumed or not shall be final and conclusive. Force Majeure conditions will apply on both sides.

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

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

**2.2.26 Access to books of accounts**

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

**2.2.27 Arbitration**

- a. If any time, any questions, disputes or differences what so ever arising out of or in any way concerning the contract between Balmer Lawrie and the Contractor, the same shall be referred to as the sole arbitrator i.e. or nominee appointed by C&MD in writing. The arbitration shall be conducted in line with the provisions in Indian ARBITRATION AND CONCILIATION ACT, 1996 (As amended in 2015). The award of the arbitrator shall be final and binding on both the parties. The fees of the arbitrator, if any, shall be paid equally by both the parties.
- b. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by Balmer Lawrie or unless the matter is such that the contract cannot be operated till the decision of the arbitration is received.
- c. The place of Arbitration will be 21, N. S Road, Kolkata 700001.

**2.2.28 Laws Governing the Contract:**

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

**2.2.29 Indemnity**

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

**2.2.30 Foreclosure**

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

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

**2.2.31 Disclosure**

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

**2.2.32 Compliance with IT ACT 2000**

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

**SECTION 3 - MANDATORY QUALIFICATION CRITERIA**

<b>Parameter</b>	<b>Mandatory Qualification Criteria</b>	<b>Documentary Evidence</b>
Language	Language of bid shall be in English language. In case any document is submitted by bidder in other than English language, authenticated English translation of the same shall be submitted along with the bid. (e.g. citations, etc.).	N/A
Existence	The bidder should be a registered company under the Companies Act / partnership firm under the Partnership Act in India and should be providing IT related services for the last 2 years.	Copy of the Certificate of incorporation issued by Registrar of Companies/ Partnership Deed/ Trade License and full address of the registered office.
Financial Stability	The bidder should have a positive Profit Before Tax (PBT) during the last 3(three) financial years ending 31/03/2018.	Certified / Audited Balance sheet and P&L statement of last three years in support of turnover and profitability. Annual Report
Power of Attorney (PoA)	The bidder should furnish all relevant documents duly signed and office sealed by authorized signatory, failing which their bid shall stand rejected.	Power of Attorney (PoA) duly notarized to show authorization of the person.
Not-Blacklisted	The bidder should not have been blacklisted by any Govt./PSU bodies.	A self-declaration by the bidder on the company's letterhead to be submitted
OEM Authorization	Proof of authorized partnership with OEM	Letter of authorization/MAF



## SECTION-4: BUSINESS REQUIREMENT

4.1	Project Introduction
4.2	Current Infrastructure/Landscape
4.3	Requirement Synopsis
4.4	Functional Requirements/Features
4.5	Scope of Work
4.6	Software and Tools
4.7	Commissioning certificate
4.8	Techno-Commercial Evaluation

### 4.1 Project Introduction

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 151 years gone by, today Balmer Lawrie is a Miniratna - I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 1830 crores and a profit of Rs. 261 crores. Along with its five Joint Ventures and two subsidiaries in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates, viz, Leather Chemicals, Logistics Infrastructure etc. In its 151 years of existence, Balmer Lawrie has been successfully responding to the demands of an ever changing environment, leveraging every change as an opportunity to innovate and emerge a leader in industry.

### 4.2 Current Infrastructure/Landscape

Not Relevant

### 4.3 Requirement Synopsis

Balmer Lawrie wishes to engage competent bidders for Procurement of MS Windows Server Data Centre Edition with Software Assurance (spread payment option for 3 years) for newly procured Hyper-Converged Infrastructure (HCI) Servers (4 nos.) with single processors each having 24 cores giving a total of 96 cores.

### 4.4 Functional Requirements/Features

The key functional requirements of the project are shown below:

- Ability to create unlimited VM's across Server hosts.
- Should support VMWare virtualization environment.

### 4.5 Scope of Work

Balmer Lawrie has a requirement of MS Windows Server Data Centre Edition with Software Assurance (spread payment option for 3 years) for newly procured Hyper-Converged Infrastructure (HCI) solution containing 4 nos. of Server with single processor each with 24 cores giving a total of 96 cores which is as shown below:

Item	Quantity
MS Windows Server Data Centre Edition with Software Assurance (spread payment option for 3 years) – 2 core license	48

The Bidder is expected to provide support during installation. Price quoted should be inclusive of Support.

**4.6 Software and Tools**

All Software to be supplied under the scope of the project must be of specified versions that are currently supported by their originator/OEM. Software tools must be compliant with generally accepted standards. All Licenses must be provided in the name of Balmer Lawrie.

**4.7 Commissioning Certificate**

**Not Applicable**

**4.8 Techno-Commercial Evaluation**

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

**4.8.1 Techno-Commercial Bid Documents**

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

**4.8.2 Techno-Commercial Evaluation Criteria**

- a. Evaluation of commercial bid shall be on basis of commercial offer as well as Mandatory Qualification Criteria.
- b. Balmer Lawrie reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such action.
  - ✓ Price bids will be opened after evaluation for those bids which fulfil the Mandatory Qualification Criteria
  - ✓ The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance to the procuring entity
  - ✓ It shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the services required to be procured

## SECTION-5: COMMERCIAL TERMS & CONDITIONS

<b>5.1</b>	Pricing Type
<b>5.2</b>	Delivery Schedule
<b>5.3</b>	Terms of Payment
<b>5.4</b>	Termination
<b>5.5</b>	Exit Clause
<b>5.6</b>	Other Contractual Stipulations

### 5.1 Pricing Type

- 5.1.1** The quoted rates shall be valid for acceptance for the period of 90 days from the date of opening of commercial bid.
- 5.1.2** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations. However, variation in the rates for statutory levies/ taxes / duties during the tenure of the contract for supplies within delivery schedule will be allowed only on the submission of documentary evidence from Govt. / Statutory Authorities and its acceptance by BL.
- 5.1.3** A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.4** The price quoted in the Price Bid should cover charges for all Products and Services asked in this tender. No other payment shall be made over and above quoted rates.
- 5.1.5** All prices quoted should be in INR.

### 5.2 Delivery Schedule

- 5.2.1** The delivery schedule is elaborated in the table below. All schedules will be calculated from the zero date i.e. Date of issue of Purchase order.
- 5.2.2** Delivery of software along with required licenses shall be made in accordance with the schedule as given in table below:

Sl. No.	Activity	To be completed by (all days are in reference to date of placement of order)
<b>Supply</b>		
1	Supply of Electronic licenses for the solution	15 calendar days
<b>Installation</b>		
2	Installation of Licenses	30 calendar days

- 5.2.3** Part delivery under this PO will not be considered. If the solution is delivered in parts, the last delivery/implementation date will be considered as the delivery date.
- 5.2.4** In case of multi-location PO, the delivery at a site will not be considered complete unless the equipment/software or licenses for the location as per PO are delivered in entirety.
- 5.2.5** Start of warranty of all the equipment/software or validity of licenses shall be considered from the date of installation.
- 5.2.6** Free delivery at BL sites inclusive of packing, forwarding, freight and insurance charges.

### 5.3 Terms of payment

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

Sl. No.	Milestones	Payment value
1	Supply of electronic licenses for the solution	90% of the order value
2	Installation of licenses	10% of the order value

Payments shall be made promptly by Balmer Lawrie, but in no case later than sixty (60) days after submission of an invoice along with the stipulated acceptance/delivery certificate signed by competent authority/Project Coordinator/Authorized Representative, unless there is a clarification that is sought by Balmer Lawrie within this time.

Payment will be done by EFT mechanism only

#### 5.3.1 Liquidated Damages

##### Late Delivery Supply:

In case of failure to deliver the items as mentioned in our delivery schedules for sole fault of the bidder, penalty shall be recovered from the bidder @ 1% per week (or part thereof) on the entire order value, subject to a maximum of five (5)% on the basic value of the order. BL may take a decision of short closing the order if the delay is beyond one month and can purchase it from other parties for which the cost will be borne by the bidder.

##### Installation and Commissioning:

If the Contractor fails to Commission within the Time for Completion or any extension thereof due to reasons attributable to the Contractor, the Employer shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees at the rate of 1% of the Contract Price, if any, paid or payable to the Contractor, excluding taxes and duties per complete week of delay up to a maximum of 5% of the Contract Price if any, paid or payable to the Contractor excluding taxes and duties. Any Recovery of Liquidated Damages shall be affected from the amount payable to the Contractor and Bank Guarantee(if applicable).

Penalty arising out of delay in delivery of equipment/licenses or commissioning shall be recovered from the initial payments to be made to vendor

#### 5.3.2 Delay due to other factors

If in the opinion of the BL officer the works have been delayed beyond the date of completion

- By force Majeure or
- By reasons of exceptionally inclement weather or
- By reason of civil commotion, illegal strikes or lock-out in which case the Contractor should immediately give written notice thereof to the owner.

Then the Owner may in writing make a fair and reasonable extension of time for completion of the works, provided further that the Contractor shall constantly use his best endeavor to proceed with

the works. Nothing herein shall prejudice the rights of the Owner in this regard.

**5.3.3 Performance Bank Guarantee  
Not Applicable**

**5.4 Termination**

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

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

BL reserves the right to recover damages by encashing PBG (wherever applicable) submitted by vendor and the amount payable to the vendor under this contract. Additionally, or alternatively, BL may take legal action to claim suitable compensation.

In the event BL terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to BL for any excess costs for such similar Products or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

**5.5 Exit Clause**

- i. Bidder must take a note that the Max limits of penalties are upper tolerance (i.e. 5% of yearly contract value excluding taxes). BL reserves right to terminate the contract in parts or full at any point of time depending on the scenario for breach of contract even before reaching the Max limit of penalties.
- ii. BL reserves the right to terminate the contract, if successful bidder fails to deliver contractual obligations.
- iii. Either of the parties reserves the right to terminate the contract at any point of time by serving 3 months' notice.

**5.6 Other Contractual Stipulations**

**5.6.1 Right to Audit**

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

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

### **5.6.2 Limitation of Liability**

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

- a. In the event of breach of any Applicable law;
- b. In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor;
- c. In the event of acts or omission of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances;
- d. In the event of any claim or loss or damage arising out of infringement of Intellectual Property;
- e. For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.
- f. Neither Party shall be liable to the Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

**5.6.3** No other charges, other than line items in Price Bid, shall be paid. BL reserves the right to reject the tender without assigning any reason whatsoever.

ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.

**SIGNATURE & NAME OF THE PERSON**  
**COMPANY SEAL**

## SECTION-6: TECHNICAL SPECIFICATIONS

SL. No.	Item Description	Quantity (Nos.)
1.	<b>MS Windows Server Data Centre Edition with Software Assurance (spread payment option for 3 years) – 2 core licenses</b>	<b>48</b>

**ANNEXURE – 1- BID FORM- TECHNO COMMERCIAL BID SUBMISSION LETTER**

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

**Date:**

**Pradeep Thekutte**  
**AVP(IT Infrastructure)**  
**Balmer Lawrie & Co Ltd**  
**21, N.S. Road, Kolkata 700001**  
**Ref.: Your Tender no.**\_\_\_\_\_

Dear Sir,

Having examined the bid documents, including Addenda, if any, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

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

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

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

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period unless otherwise extended mutually.

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

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

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

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

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





**ANNEXURE – 3- PRICE BID FORMAT**

Ref: .....

Dated : .....

Price bid is to be submitted for Procurement of Windows Server Data Centre Edition with Software Assurance (spread payment option for 3 years).

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

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

**Price Bid for Solution:**

SL. No.	Item Description	Quantity (Nos.)	Price EXCLUDING TAXES	Price INCLUDING ALL TAXES
1.	WinSvrDCCore SNGL LicSAPk MVL 2Lic CoreLic Part NO: 9EA-00267 <b>Payment Year 1</b>	48		
2	WinSvrDCCore SNGL LicSAPk MVL 2Lic CoreLic Part NO: 9EA-00267 <b>Payment Year 2</b>	48		
3	WinSvrDCCore SNGL LicSAPk MVL 2Lic CoreLic Part NO: 9EA-00267 <b>Payment Year 3</b>	48		

**Taxes and other details:**

Component	Value / % Tax	Remarks
CGST(%)		
SGST(%)		
IGST(%)		
VAT (%)		
Any other Taxes / Charges		

- ✓ Taxes and other components to be shown separately in the format provided.
- ✓ The Commercials quoted in the e-Procurement Platform should be valid for 90 days
- ✓ Prices Quoted should be inclusive of support for installation
- ✓ Please mention NA / 0 wherever values are not applicable.
- ✓ If Taxes are exempted, then exemption certificate(s) is/are to be enclosed.
- ✓ Taxes shall be payable at existing rate on the applicable services.
- ✓ The bidder who quotes the Lowest Total Price Excluding Taxes will become the L1 (successful) bidder.

**Note:** This list of taxes & duties is indicative and not exhaustive. For each pricing element please provide the applicable taxes and duties

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

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

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

**ANNEXURE – 4 BIDDER'S PROFILE**

Reference no.: **BL/IT/HO/WSDC/PT/201819/0017** dated **12/02/2019**

Sl. No.	Details	Remarks (Yes/No)
1	Name & Address of the Bidder	
2	Type of organization & year of incorporation / Registration. (attach certificate of registration / incorporation)	
3	PAN No. ( Attach copy)	
4	GST Number(attach certificate)	
5	Correspondence address at with contact person/s name/s, telephone number, mobile number etc.	
6	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP	
7	Contact person/s name/s, telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	

## **ANNEXURE – 5 - ONLINE EMD**

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

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

#### **A. Privacy Policy**

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

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

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

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

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

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.

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

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

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

### **C. Limitation of Liability**

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

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

**D. Miscellaneous Conditions:**

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

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

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

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

2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
  - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**F. Personal Information**

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

**G. Payment Gateway Disclaimer**

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

**H. General Terms and Conditions -**

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its



banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.

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

**ANNEXURE-6: BANK TRANSFER / RTGS DETAILS**

01	Name & Address of the Supplier / Sub-contractor																					
	<b>Details of Bank Account:</b>																					
02	NAME & ADDRESS OF THE BANK																					
03	NAME OF THE BRANCH																					
04	BRANCH CODE																					
05	MICR CODE																					
06	ACCOUNTNUMBER																					
07	TYPE OF ACCOUNT	CURRENTA/C / OD / CASHCREDIT																				
08	BENEFICIERY'SNAME																					
09	IFSC CODE OF THE BRANCH	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
10	EMAIL ID																					
11	TELEPHONE/MOBILE NO.																					

## **ANNEXURE-7: HSE INSTRUCTIONS**

### **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 BL a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. 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:

- suitable for its intended use;
- 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);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

### **Working at Height**

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

### **Fall Prevention System**

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

### Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by BL before use.
- v. Use of ISI marked industrial helmet at all point of time.

### **Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

### **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.

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. 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.
- g. 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.

### **Roof Work/Access**

Roof work and access to roofs must not be undertaken without prior authorization from BL.

## **Overhead Work**

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

## **Lifting Operations**

### **Cranes and Hoisting Equipment**

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

### **Lifting Equipment and Accessories**

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc. shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

### **Lockout Tag out ("LOTO")**

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

### **Barricades**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning...

### **Compressed Gas Cylinders**

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash back arrestor to be used to prevent any explosion due to back fire.

### **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from BL. 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.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by BL.

### **Hot Works**

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

### **Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from BL and all underground lines; equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

### **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 BL to review at any time and may be subject to BL'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 cleanup 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 BL. Emissions include but are not limited to noise, dust, fumes, vapours.