



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

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NOTICE INVITING TENDER FOR IT FACILITY MANAGEMENT SERVICES IN  
BALMER LAWRIE

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TENDER NO. : BL/IT/HO/FMS/PT/201819/0020  
TENDER PUBLICATION DATE : 05.04.2019  
TENDER DUE DATE : 25.04.2019  
TENDER HOSTING WEB SITE : <https://balmerlawrie.eproc.in>  
<https://www.balmerlawrie.com>  
<https://eprocure.gov.in>  
  
TENDER IN-CHARGE : [kumar.manish@balmerlawrie.com](mailto:kumar.manish@balmerlawrie.com)  
ADDRESS : 4<sup>th</sup> Floor, IT Department,  
21 N S 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/FMS/PT/201819/0020</b>
<b>Job</b>	<b>Providing IT Facility Management Services in Balmer Lawrie</b>
<b>Cost of Tender Document</b>	Nil (Free Download from the tender site)
<b>Tender Publication Date</b>	<b>05.04.2019</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>25.04.2019 at 18:30 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. Manish Kumar, Designation Balmer Lawrie &amp; Co. Ltd, 21, N.S. Road, Kolkata 700 001. Tel : (033) 22225214, Fax : (033) 22225253 Email : <a href="mailto:kumar.manish@balmerlawrie.com">kumar.manish@balmerlawrie.com</a></p> <p><b>Price Bid</b> -To be submitted online <b>only</b> at <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a></p> <p>The bid will be rejected if the Price Bid is submitted in hard copy</p>
<b>Technical Query</b>	Interested bidders can send emails to <a href="mailto:kumar.manish@balmerlawrie.com">kumar.manish@balmerlawrie.com</a> for any technical query
<b>Bid Security/ Earnest Money Deposit</b>	<p>₹20,000/- (Indian Rupees Twenty Thousand only). – This will not attract any interest.</p> <p>Registered micro and small enterprises shall be exempted furnishing EMD, subject to their submission of their registration details. EMD has to be submitted online only. Please refer to Clause.7 in SECTION-1 of this document for more details.</p>
<b>Validity of Bid</b>	180 days from the tender submission date (In case of service tender)

2. Balmer Lawrie & Co. Ltd (BL) invites sealed bids from eligible bidders for “Providing IT FMS Services in Balmer Lawrie”. 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 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**
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    - 6: BANK TRANSFER/RTGS DETAILS**
    - 7: BIDDER'S PROFILE**
    - 8: PERFORMANCE BANK GUARANTEE (Wherever Applicable)**
    - 9: 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 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 ₹ 20,000/- (Rupees Twenty Thousand only) is to be paid online as per Annexure –5 in this tender document. Cheque and any other form of payment is not acceptable towards EMD. EMD will be refunded online to unsuccessful bidders after finalization of tender. For successful bidders, EMD will be returned/refunded after 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). EMD will carry

no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

7.1. Any bid not accompanied with the prescribed bid security/EMD, shall be rejected by BL as non-responsive.

7.2. 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 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 (MSME)".

7.3. EMD is liable to forfeiture if:

- a. In the event of withdrawal of offers during validity period of the offer.
- b. Non acceptance of Contract/Purchase Order.
- c. Non confirmation of acceptance of Contract/Purchase Order within the stipulated time.
- d. Any unilateral revision made by the bidder during the validity period of offer.
- e. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- f. Non submission of PBG.

8. 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.

9. Incomplete tenders 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 manner in which 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 these 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 [kumar.manish@balmerlawrie.com](mailto:kumar.manish@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. Bid form (techno-commercial bid submission letter) – This should be signed by an authorized person holding Power of Attorney to act on behalf of the Bidder.

- b. Power of attorney in original or duly notarized.
- c. Response and proof pertaining to Mandatory Qualifying Criteria.
- d. BL's RFP duly stamped & signed by the authorized signatory in token of acceptance of all terms & conditions mentioned in this document .
- e. All Forms and Annexures attached duly filled and signed and stamped.
- 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. Non-Disclosure Agreement (NDA) form (Specimen enclosed) duly signed by the Authorized signatory (to be submitted by successful bidder within 15 days of issue of Purchase Order).

Relevant portions in the documents submitted in pursuance of eligibility criteria should be highlighted. 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 within the technical evaluation period 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 by logging in to the website <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)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+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 sufficient 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.** The technical documents should however be submitted in hard copy as well as 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 In-charge.

**The bidder has to keep track of any changes by viewing the Addendum / Corrigendum 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 [kumar.manish@balmerlawrie.com](mailto:kumar.manish@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.
- ii. Jobs awarded under this contract cannot be sub-contracted without the consent of BL
- iii. Bidder must ensure that all the Mandatory Qualification and Techno-Commercial documents as mentioned in Point 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 rights in respect of this Contract without entitling the Contractor for any compensation under the following conditions:

- 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 or departmentally at the cost and risk of the contractor.
- b. To recover any money due from the Contractor, from any moneys due to the Contractor under this.
- c. To claim compensation for losses sustained including Balmer Lawrie's supervision charges & overheads in case of termination of Contract.
- d. If the contractor fails to perform to the satisfaction of the Employer, Balmer Lawrie may enter upon

the site, expel the Contractor, and complete the work itself or by employing any third party at the risk and cost of the Contractor. Upon completion of the work or at such earlier date as Balmer Lawrie thinks appropriate, Balmer Lawrie shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the Contractor's Equipment from the site. Upon failure of the Contractor to do so, the Employer shall have the same removed at the risk and cost of the Contractor.

- e. Subject to Clause 2.2.22(d) above, herein the Contractor shall be entitled to be paid the Contract Price attributable to the portion of scope of work executed as at the date of termination. Any sums due to Balmer Lawrie from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.
- f. If Balmer Lawrie completes procurement and maintenance of the facilities mentioned in the scope of the contract, such costs shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to Clause 2.2.22(e), plus the reasonable costs incurred by Balmer Lawrie exceeds the Contract Price, the Contractor shall be liable for such excess. If such excess is greater than the sums due to the Contractor under Clauses above, the Contractor shall pay the balance to Balmer Lawrie, and if such excess is less than the sums due to the Contractor under Clause 2.2.22(e), Balmer Lawrie shall pay the balance(not paid under risk purchase) to the Contractor. Balmer Lawrie and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

#### **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 behaviour and observance of all Regulations by the staff employed.

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

The following shall amount to force majeure conditions:-

- a. Act of terrorism;
- b. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power.
- c. 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;
- d. epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- e. 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.
- f. 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.
- g. 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 from, 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**

- 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

entitled

- c. 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 BL 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. A nominee appointed by C&MD in writing. The arbitration shall be conducted in line with the provisions in Indian ARBITRATION AND CONCILIATION ACT, 1996( 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 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**

Parameter	Mandatory Qualification Criteria	Documentary Evidence
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 / a partnership firm under the Partnership Act in India and should be providing FM 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 March 2018. The bidder organization should have a positive net worth for the last three financial years immediately prior to the date of RFP as evidenced by the audited accounts of the organization.	Certified / Audited Balance sheet and P&L statement of last three years in support of turnover and profitability. Annual Report
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) 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
Experience	The bidder should have prior experience of FMS with at least two customer having a turnover not less than Rs.100 crores in financial spanning multiple domestic locations in last five years from the start date of this tender. Moreover the bidder giving FMS service to customer must be for multiple location across India.	Citation & proofs (PO copy, Commissioning certificate / documentary proof of installation and commissioning etc.) with relevant information.
Availability of manpower	FMS bidder should have presence or have partners offices in all the zones mentioned below. Locations are as follows: <ul style="list-style-type: none"><li>• North zone comprises of 3 cities-Delhi, Gurgaon, Lucknow</li><li>• East zone comprises of 2 cities-Kolkata, Bhubaneswar</li></ul>	Proof of Office Address (Trade License & GST Registration Certificate) .



	<ul style="list-style-type: none"> <li>• West zone comprises of 5 cities- Mumbai, Navi Mumbai, Pune, Baroda, Ahmedabad.</li> <li>• South zone comprises of 2 cities- Chennai, Coimbatore</li> <li>• South East zone comprises of 2 cities- Hyderabad, Vishakhapatnam</li> <li>• South west zone comprises of 3 cities- Bangalore, Cochin, Trivandrum</li> </ul>	
Technical Expertise	<p>The bidder should have manpower with expertise in the following areas:</p> <ul style="list-style-type: none"> <li>• MS Windows Server Edition</li> <li>• MS-Windows</li> <li>• Active Domain</li> <li>• MS Exchange Server</li> <li>• Desktops, Laptops, Printers, Scanners</li> <li>• Network(LAN + WAN + Switch+ Router+ Firewall)</li> </ul>	<p>Bidders self-certification and resume with attested copy of the certificates of the candidate to be deployed at BL to be submitted.</p> <p>Bidder has to submit the resume of the support personnel for each of the zones separately.</p>

## SECTION-4: BUSINESS REQUIREMENT

### 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 Scenario

BL has taken several IT initiatives to keep pace with changing technology. All the offices are connected to Data Center at Kolkata via MPLS and internet links. The applications used for business are hosted in the Data Center.

In addition, BL is using MS Exchange and Outlook for e-mail communication. SAP is used for financial as well as business transactions for Manufacturing units. Applications from multiple vendors for different internal requirements of BL are also in use. The Operating Systems used in Different applications include different flavors of Windows and AIX. The Databases include DB2, MySQL, Microsoft SQL Server etc. The security measures are enforced at various levels (Application Level Security, Network Level Security, Database Level Security, OS Level Security, Access Level Controls, and Physical Security etc.). All these measures are in congruence with the BL's IT Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances.

### 4.3 Requirement Synopsis

BL is looking for FACILITY MANAGEMENT SERVICES for its IT setup at HO, Kolkata and at various BL locations for support in Desktops, Laptops, Printers, Active Directory activities, Network connectivity. Apart from this, BL would need expertise in Server OS, LAN, WAN, Network devices such as routers, switches and firewalls.

The FMS engineers would also need to co-ordinating with service provider(s) as engaged by BL from time-to-time in case of breakdown scenarios. In issues that impact business in one or more ways, the FMS engineers would be required to log calls and follow up with the relevant service providers till resolution of the same.

The bidder will facilitate in extending all supportive services to ensure that the IT infrastructure is up and running seamlessly at all times.

BL is inviting E-Tenders from all qualified Bidders / Service Providers as per the eligibility criteria mentioned in this tender **for a period of three years.**

### 4.4 Scope of Work

The BL offices at which we would need FMS support are mentioned below:

City	Office Addresses
<b>Kolkata</b>	<p>Head Office Balmer Lawrie &amp; Co. Ltd., 21, N S Road, Kolkata -700001</p> <p><b>Grease Factory, Kolkata</b> Balmer Lawrie &amp; Co. Ltd., P-43, Hide Road Extn., Nearest Landmark Near Bres Bridge, Kolkata - 700088</p> <p><b>Container Freight Station, Kolkata</b> Balmer Lawrie &amp; Co. Ltd., Container Freight Station, P-3/1, Transport Depot Road, Kolkata – 700088</p> <p><b>IP, Kolkata</b> Balmer Lawrie &amp; Co. Ltd., Container Division, P-4/1, Oil Installation Road, Kolkata - 700088</p>
<b>Delhi</b>	<p><b>Scope Complex, Delhi</b> Balmer Lawrie &amp; Co. Ltd., Core-8, Ground Floor, Scope Complex Lodhi Road, New Delhi 110003</p> <p><b>Travel Office</b> Balmer Lawrie, Upper Ground Floor, Office Kanchenjunga Building, Barakhamba Road, Connaught Place New Delhi – 110001.</p>
<b>Mumbai</b>	<p><b>Ballard Estate, Mumbai</b> Balmer Lawrie &amp; Co. Ltd., 5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 038</p>
<b>Silvassa</b>	<p><b>Grease Factory, Sayali</b> Balmer Lawrie &amp; Co. Ltd., SURVEY NO. 201/1, Sayali. SILVASSA – 396 230</p>
<b>Vadodara</b>	<p><b>IP Vadodara</b> BL IP Division, plot 727, GIDC, Savli Industrial Estate, Savli, Manjusar, Vadodara 391775</p>
<b>Ahmedabad</b>	<p><b>Ahmedabad</b> Balmer Lawrie, 204, 3rd Eye, Opp Havmor Restaurant, Panchavati Circle, C G Road, Ahmedabad 380 009</p>
<b>Chennai</b>	<p><b>City Office, Chennai</b> Balmer Lawrie, 628, Anna Salai, Tenyampet, Office Chennai - 600 018</p> <p><b>Manali, Chennai</b> Balmer Lawrie, 32, Sattangadu Village, Manali, Chennai - 600068</p>
<b>Bangalore</b>	<p><b>Bangalore</b></p> <p><b>Logistics Office</b> Balmer Lawrie, Branch Head, Office No. 342, Konena Agrahara, Airport Exit Road, HAL Post, Bengaluru – 560017</p> <p><b>Travel Office</b> Balmer Lawrie, 01, Ground Floor, Batra Centre, Office 27 &amp; 27/1 Ulsoor Road, Bengaluru - 560042</p>
<b>Hyderabad</b>	<p>Balmer Lawrie &amp; Co. Ltd., 301, Regency House, Samajiguda, Hyderabad -500082</p>

The service delivery model will broadly have the following key expectations:

- Establish effective and efficient Infrastructure monitoring & management practices to ensure reliability, availability, quality of services and security of the Information systems.
- Help BL to focus on the core business activities.
- Help BL in reducing the problems relating to vendor management, infrastructure, and security and performance management.
- Enhance reliability & security of Information Systems through centralized management of IT Infrastructure adopting the necessary measures and practices like:
  - Centralized and Simplified Management
  - Improved quality of Data housekeeping
  - Lower risk of data loss
  - Higher availability of systems and data - 24x7x365
  - Better management of security & access control
  - Guaranteed Service Levels (SLA)

- Efficient & effective management of Information Security related issues across BL offices.
- Optimal Utilization of IT Infrastructure Resources.
- Stable and Predictable Physical and Technical Environment.
- Reduced response time and productivity of the users and thereby utilizing the investment for better services to the customer.

#### **Deliverables in Software Portion:**

1. BL's business application installation and configuration support.
2. Endpoint data backup configuration on user laptops/desktops
3. Various operating system support like MS Windows(End user support)
4. Software Licenses Compliance management.
5. viz. Operating System, Database(s), Middleware Tools, Mailing Solution, Enterprise Backup Solution,
6. Keep BL updated on the services and performance of third party vendors.

#### **Deliverables in Hardware Portion:**

1. Ensuring timely Annual Maintenance Contract for all IT hardware including Servers, Desktops, Laptop and Network Equipments .
2. Co-ordination with various AMC vendors of IT hardware and network equipment for the preventive maintenance, issue resolving and other BL's requirement.
3. IT hardware inventory management, Inward outward register management through BL software.
4. Support for presentation, Audio/Video Conference.
5. Network monitoring-MPLS and ILL link management with service providers.
6. Hardware AMC management and SLA report.
7. Keep BL updated on the services and performance of third party vendors.
8. Coordinate the disposal of hardware as per BL's guideline issued from time to time.

#### **Period of Service:**

The services/ maintenance will be provided for a period of three years. The Service Provider may have to start activities early to ensure orderly takeover from existing team.

BL will coordinate the activities of the FMS manpower and a register of complaints will be maintained where all calls will be logged. The FMS engineers will work extra hours in case of any need for problem resolution; and will be available during odd hours for any critical needs. 9 X 5 support will be required, e.g. 9:30 AM to 06:30 PM from Mondays to Saturdays and most holidays.

### **4.5 Manpower Requirements**

#### **a. Desktop Support Engineer**

Desktop Engineer			
Total Requirement	11- Eleven Desktop Engineers		
	Kolkata	4	
	Delhi	1	
	Mumbai	1	
	Sayali	1	
	Ahmedabad/Vadodara	1	
	Chennai	1	
	Manali	1	
	Bangalore	1	
Experience	Minimum 3 Years Onsite/field desktop experience		

<b>Qualification</b>	Graduate in any field with knowledge of computers
<b>Certification</b>	Microsoft certification
<b>Duty Timings</b>	09:30 a.m to 18:30 p.m
<b>Work Profile</b>	<b>IT Hardware/Software Support</b> <ol style="list-style-type: none"> <li>1. Desktops, Laptops, Printer and iPads support to the users in the Bank.</li> <li>2. Microsoft Exchange 2013 mail solution configuration on User laptops/desktops.</li> <li>3. Software installation, hardware trouble shooting</li> <li>4. BL's various application installation and setup support.</li> <li>5. Printer installation and configuration.</li> <li>6. Presentation support, Video and Audio Conference support at all offices.</li> <li>8. Desktops and Laptops preventive maintenance.</li> <li>9. Basic networking support and inventory management.</li> <li>10. Remote support for BL's satellite offices.</li> </ol>

#### b. Network Support Engineer

<b>Network Engineer</b>			
<b>Total Requirement</b>	1 Network Engineer		
	Kolkata	1	
<b>Experience</b>	3 Years		
<b>Qualification</b>	BE(IT)/B.Tech(IT)/MCA		
<b>Certification</b>	CCNA		
<b>Duty Timings</b>	Mon-Sat (09:30 a.m- 18:30p.m)		
<b>Work Profile</b>	<b>Network Maintenance</b> <ol style="list-style-type: none"> <li>1. BL's entire LAN and WAN network administration at HO and Regional offices.</li> <li>2. Administration of all network devices in co-ordination with service providers and AMC vendors.</li> <li>3. Preventive maintenance of network devices</li> <li>4. Patch management of network devices</li> <li>5. Updating the network diagrams for all locations periodically</li> <li>6. Ensuring seamless connectivity t remote branch devices at all times</li> <li>7. Reporting any fault/incident immediately</li> </ol>		

#### c. Data Entry Operator

<b>Data Entry Operator</b>			
<b>Total Requirement</b>	3- Data Entry Operators		
	Kolkata	2	
<b>Experience</b>	1 year		
<b>Qualification</b>	Graduate in any field		
<b>Certification</b>	Graduation certificate		

<b>Duty Timings</b>	09:30 am-18:30 pm
<b>Work Profile</b>	<b>MIS related work:</b> <ol style="list-style-type: none"> <li>1. Bills processing, voucher preparation</li> <li>2. Updating user data/IT inventory</li> <li>3. Maintaining accounting reports</li> <li>4. File handling and maintenance</li> <li>5. Proficiency with various computer applications including Internet Explorer, web-browsers, MS Word, Excel and similar packages</li> </ol>

#### **Important Notes:**

1. Shift and resources mentioned above are tentative. BL may change these shift and allocation of job as per requirement which will be intimated to the service provider in writing at least one week in advance.
2. Holidays and Off days will be provided according to BL holiday calendar. In addition of this, 12 calendar days can be availed as off days. However, since BL has operations Pan India, some number of permanent support staff will be required at the offices to provide basic remote support for branch users.
3. At any point of time, service provider should ensure the above mentioned resource count attendance at BL. Else, backup resource should be provided without fail.
4. BL has the right to reduce or increase the resource count and scope of work. BL may give 3 months' notice period for termination of contract if service is not satisfactory to BL
5. Frequent changes in the manpower provided at BL should be avoided.
6. Any replacement of resource by the service provider, must be informed to BL in writing along with bio-data for approval.
7. Service provider should provide escalation matrix to BL.
8. The service provider must execute Service Level Agreement (SLA) with BL before commencing operation.
9. Bidder / Service provider must ensure that resources met the qualification/experience/certification.
10. The Bidder / Service Provider will strictly adhere and comply with BL's IT policy, procedures

#### **4.6 Hardware/Software and Tools**

NA

#### **4.7 Commissioning Certificate**

NA

#### **4.8 Final Acceptance Certificate (FAC)**

NA

#### **4.9 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.

##### **4.9.1 Techno-Commercial Bid Documents**

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

##### **4.9.2 Techno-Commercial Evaluation Criteria**

#### **LCS Methodology**

- 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.
- c. 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
- d. It shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the products/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
<b>5.7</b>	SLA

### **5.1 Pricing Type**

- 5.1.1** The quoted rates shall be valid for acceptance for the period of 180 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** In consideration of services to be rendered under this agreement, the service provider shall be entitled to a sourcing fees of 15 % of the monthly salary per candidate placed, plus applicable service taxes/other taxes, if any. The candidate is entitled to the remaining salary per month with no other deductions except PF and other statutory compliances.
- 5.1.4** The salary of the FMS personnel will be subject to increase by 10 % after a year of completion. (i.e. 1 year from the date of placement). The sourcing fee (@15% per candidate) will also increase accordingly. E.g. If a candidate is placed on 10.05.2019 at a monthly salary of ₹12,000/-, the salary will increase by ₹1,200/- on 10.05.2020 amounting to ₹13,200/-. The sourcing fee on 10.05.2019 will be ₹ 1,800/- and will be increased to ₹1,980/- on 10.05.2020. The quoted salary of FMS Personnel should include statutory dues like ESI, EPF, Bonus and all taxes etc.
- 5.1.5** A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 5.1.6** The price quoted in the Price Bid should cover charges for all Services asked in this Tender. No other payment shall be made over and above quoted rates.
- 5.1.7** All prices quoted should be in INR.
- 5.1.8** Minimum monthly salary to the Facility Management (FM) engineers (Copy of Salary Slip to be provided to the BL on request for verification at any time):
- 5.1.9** If any discrepancy reported or traced on the minimum salary of the deputed engineers on duty , BL will charge penalty up to 70% of the monthly minimum net salary of the engineer irrespective of the service period and BL may terminate the contract.
- 5.1.10** The service provider/bidder shall be liable for any issues arising in relation to EPF, ESI and taxes and shall deal with it taking responsibility of the related procedures
- 5.1.11** The FMS contract is for three years with increments as mentioned in Point 5.1.4 above. BL will not bear any additional cost during the period of contract.

### **5.2 Delivery Schedule**

NA

### **5.3 Terms of Payment**



The FMS payment will be made on monthly basis within 30 working days from original hardcopy invoice submission date. No advance payment will be made. The SLA penalty (If any) will be deducted on monthly basis along with the monthly payments.

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 Penalty for Absence of Manpower**

- a. Non availability of Manpower for more than one day in a month would attract a penalty of ₹ 250/- (Rs. Two Hundred and Fifty) per day of manpower absence, if no alternate appropriate resource provided. This will not be applicable on holidays/ Off days.
- b. In case there are more than 10 penalties on Service Provider in a particular region in any month, BL shall have right to terminate the contract by giving one month notice and such decision of BL shall be final.

#### **5.3.2 Performance Bank Guarantee**

- i. The Contractor shall provide BL Guarantee from Nationalised Bank in favour of Balmer Lawrie at the times and in amount, manner and form specified in Annexure-8. The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extension of time as may be made, given, conceded or agreed to the Contractor and the Purchaser.
- ii. The security deposit furnished by the Contractor will be subject to terms and conditions of the contract finally concluded between the party and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof, or in case of bank deposit receipt, any loss resulting on account of failure of BL. The security deposit shall be refunded/ bank guarantee released on application by the Contractor after the expiry of the guarantee period and after he has discharged all his obligations under the contract.
- iii. The successful bidder shall furnish Performance Bank Guarantees (PBG) within thirty (30) days after the Effective Date of Contract / PO for an amount equivalent to 10% of the Basic Price/PO value in Indian Rupees. The PBG would be valid till the end of warranty/ end of contract.  
Failure of the successful Bidder to comply with these requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/PBG.

#### **5.3.3 Liquidated Damages**

NA

#### **5.3.4 Recovery of Penalty**

- a. Non availability of Manpower for more than one day in a month would attract a penalty of ₹ 250/- (Rs. Two Hundred and Fifty) per day of manpower absence, if no alternate appropriate resource provided
- b. In case there are more than 10 penalties on Service Provider in a particular region in any month, BL shall have right to terminate the contract by giving one month notice and such decision of BL shall be final.

#### **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 submitted by vendor. 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. Bidders 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 NDA Clause**

The successful bidder (L1) has to sign the 'Non-Disclosure Agreement (NDA)' on Rs. 100/- stamp paper (Non Judicial) from their competent authority as a compliance for the 'Non-Disclosure Agreement' in line with BL's IT Security Policy, refer **Annexure-4** for NDA Template. Purchase orders will not be placed without entering into above NDA.

### **5.6.3 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, wilful 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.

- 5.6.4** 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.
- 5.6.5** The bidder should provide Product Support Lifecycle details for various Products / Technologies which are part of the Proposed Solution for the entire duration of support.
- 5.6.6** The proposed software must provide indemnification and indemnification must cover patent claims, copy right claims, legal fees and damages claim. System integrator and /or developer/ manufacturer must protect BL from all such legal cost that may arise out of any claim by a third party alleging intellectual property infringement i.e. related to the software.
- 5.6.7** The Contractor shall not, without the express prior written consent of Balmer Lawrie, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.
- 5.6.8** The Contractor shall not sublet , transfer or assign the contract or any part thereof without the written permission of the Employer. In the event of the Contractor contravening this conditions, the Employer shall be entitled to place the contract elsewhere on the Contractor's account and at his risk and the Contractor shall be liable for any loss or damage which the Employer may sustain in consequence or raising out of such replacing of the contract.

## **5.7 SLA**

- i. Normal Working Timings: - The working timings are from 09:30 hrs to 18:30 hrs From Monday to Saturday. Emergency Call services: - For emergency requirements, services should also be available on holidays. Non-performance deductions for Sundays/holidays will remain the same as per SLA conditions.
- ii. The equipment shall be treated as not available or down from the time the call is registered through web/phone till the time equipment is repaired and restored to the user to his/her satisfaction.
- iii. If calls not closed by the end of the day preceding customer's closed holiday, the holidays (including Saturdays) will not be considered for non-performance deductions.
- iv. Resolution Time is the total time taken by the bidder between registering the complaint through web/telephone at respective location and rectifying the fault. This time includes time taken to reach the site, diagnose, repair/replace the faulty components/module /device; installation, configuration & repair of operating system and all other applicable software including escalation of call and coordination with the OEM/ Principal service provider or other applicable third party for resolution of the call as per requirement
- v. Failure to resolve the calls within the specified Resolution Time will result in Non-performance Deductions.

### **5.7.1 Non-Compliance of SLAs**

Bidders must take a note that the Max limits of penalties are upper tolerance and BL reserves right to terminate the contract at any point of time for breach of SLAs without reaching the Max limit of penalties and initiate legal action to claim compensation from the vendor. Alternatively, BL may forfeit the PBG submitted by bidder and recover the damages.

ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.

**SIGNATURE & NAME OF THE PERSON**

**COMPANY SEAL**

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

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

**Date: 05.04.2019**

**Mr. Manish Kumar**

**Assistant Manager(IT)**

**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 – 2- BID COMPLIANCE STATEMENT**

***(Please submit the following undertaking on your company's Letter head)***

Title: Tender for \_\_\_\_\_

TENDER ENQUIRY NO. : **BL/IT/HO/FMS/PT/201819/0020**

Dated: 05.04.2019

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

We further confirm that terms and conditions, if any, mentioned in our bid (Un-priced as well as Schedule of Rates) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER :

(With name of authorized signatory & designation)

NAME OF BIDDER :

COMPANY SEAL

### **ANNEXURE – 3- PRICE BID FORMAT**

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.

Sl. No.	Region	Resource Type	Location	Required Manpower	Man Day cost Per Manpower(₹)	Man Month cost Per Manpower(₹)
1	East	Network Engineer	Head Office, Kolkata	1		
2	East	Desktop Engineer	Head Office, Kolkata	3		
3	East	Data Entry Operator	Head Office, Kolkata	2		
4	East	Desktop Engineer	Grease Factory/Container Freight Station/IP, Kolkata	1		
5	West	Desktop Engineer	Ballard Estate, Mumbai	1		
6	West	Desktop Engineer	Sayali, Silvassa	1		
7	West	Desktop Engineer	Ahmedabad/Vadodara	1		
8	North	Desktop Engineer	Scope Complex, Delhi	2		
9	North	Desktop Engineer	Kanchenjunga Building, Delhi/ Gurgaon Office	1		
10	South	Desktop Engineer	City Office, Chennai	2		
11	South	Desktop Engineer	Manali, Chennai	1		
12	South	Desktop Engineer	Bangalore	2		
13	South	Desktop Engineer	Hyderabad	1		

**For TCO computation, Man Day cost for 5 days will be considered and added to the Man month cost for total manpower requirement. For example, if a bidder quotes the following rates:**

Resource Type	Location	Required Manpower	Man Day cost Per Manpower(₹)	Man Month cost Per Manpower Cost (₹)
Network Engineer	Head Office, Kolkata	1	5,00.00	8,000.00
Desktop Engineer	Head Office, Kolkata	3	4,00.00	6,000.00
Data Entry Operator	Head Office, Kolkata	2	3,00.00	4,000.00

**The total cost will be  $5*500+5*400+5*300 + 8000+3*6000+2*3000=₹ 38,000/-$**

**L1 will be calculated region-wise. A vendor can quote for a particular region or more than one region based on the availability of manpower. The locations for which a vendor does not want to quote should be left blank.**

**Remote support will be required at smaller branch offices like Lucknow, Trivandrum, Cochin and Vadodara.**

**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 180 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]

#### **ANNEXURE – 4- NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (this “Agreement”) is made on this .....day of..... 2017 between Balmer Lawrie & Co Ltd, a Govt. of India Enterprise having Registered Office at 21, Netaji Subhas Road, Kolkata 700001, hereinafter referred to as the “Company” which expression includes its permitted assigns

AND

.....which expression includes its permitted assigns.

The Company and ..... shall individually be known as “party” and collectively as “parties”.

The Confidential Information disclosed under this Agreement is for the assignment given to ..... by the Company for the purpose as set out herein (“the Purpose”). In connection with the Purpose, the Company and .....shall disclose to each other certain Confidential Information to be used only for the Purpose and the parties shall protect each other’s Confidential Information from unauthorized use and disclosure.

For the purpose of this Agreement, the party disclosing Confidential Information shall be known as “Disclosing Party” and the party receiving such Confidential Information will be known as the “Receiving Party”.

Now therefore In consideration of the other party's disclosure of such Confidential Information, each party agrees as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean information relating to the business, clients, customers and business practices of the Disclosing Party and shall include but is not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to either party and any other information that is reasonably determined to be confidential or proprietary. Notwithstanding the generic description of Confidential Information as stated above, it is clarified that Confidential Information shall be shared with any other person whether employee, counsel, consultant or any other person or only on a strict need to know basis and in connection with the Purpose. In case any Confidential Information is disclosed orally, Disclosing Party shall within seven (7) days after such disclosure, deliver to the Receiving Party, a brief written description of such Confidential Information.

2. Confidential Information will not include information that:

(i) is generally known or available to the public, through no act or omission on the part of the Receiving Party; or

(ii) was known by the Receiving Party prior to receiving such information from the Disclosing Party and held without restriction as to use or disclosure; or

(3) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or

(iv) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party.



3. Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third party; and (3) not to use any such Confidential Information for any purpose except the purpose, which is specified in this Agreement. Provided that, each party may disclose the Confidential Information of the other party to its directors and employees, who have a bona fide need to know such Confidential Information for the Purpose and to perform quality performance review processes. Each such director and employee shall be bound by suitable confidentiality obligations as part of their employment terms with the Receiving Party. Additionally, the Receiving Party may disclose such Confidential Information to its professional advisers for the purposes of seeking advice in connection with the Purpose. Nothing contained in this Agreement will restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation, provided that the party required to make such a disclosure shall use reasonable efforts to give the other party reasonable advance notice of such required disclosure, to the extent practical and legally permissible, in order to enable the other party to prevent or limit such disclosure through available legal process.

4. On termination or expiry of this Agreement or when the Purpose is not achieved or upon the Disclosing Party's request, the Receiving Party will promptly return the Confidential Information or certify destruction thereof to the Disclosing Party all tangible items and embodiments containing or consisting of the Disclosing Party's Confidential Information and all copies thereof, save the copies which are backed up as Project Archive in the central server, which cannot be returned. Any such documents which are retained by Receiving Party will continue to be subject of confidentiality obligation contained in this agreement.

5. All Confidential Information disclosed by the Disclosing Party to the Receiving Party remains the sole and exclusive property of the Disclosing Party. Each party acknowledges and agrees that nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

7. That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Each party acknowledges that unauthorized use or disclosure or threatened disclosure of the Disclosing Party's Confidential Information may cause the Disclosing Party to incur irreparable harm and damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.. In the event of a threatened disclosure, the Disclosing Party shall provide reasonable written notice intimating the Receiving Party with the details of such threatened breach, for the parties to mutually discuss the issue to take possible remedial action thereof.

9. Both parties shall treat the existence of this Agreement, its contents, and its subject matter as Confidential Information and require the written approval of other party prior to any public acknowledgement of this Agreement, its contents or its subject matter except as stated in clause 3 above.

10. This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the competent courts at ....., India.

11. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void.

12. This Agreement will commence on the date first set forth above and will remain in effect for three (3) years from the date of last disclosure of Confidential Information by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives.

Company: \_\_\_\_\_:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

## **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 wilfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

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

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

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

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

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 BL 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 BL 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 BL 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: ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor																
	<b>Details of Bank Account:</b>																
02	NAME & ADDRESS OF BL																
03	NAME OF THE BRANCH																
04	BRANCH CODE																
05	MICR CODE																
06	ACCOUNT NUMBER																
07	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT															
08	BENEFICIERY'S NAME																
09	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>															
10	EMAIL ID																
11	TELEPHONE/MOBILE NO.																

**ANNEXURE-7: BIDDER'S PROFILE**Reference no.: **BL/IT/HO/FMS/PT/201819/0020**dated **05.04.2019**

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-8 –PERFORMANCE BANK GUARANTEE**

***(To be executed on Non-Judicial Stamp Paper of appropriate value)***

..... ***(Name of BL)***

Address .....

Guarantee No. ....

A/c Messrs ..... ***(Name of Contractor)***

Date of Expiry .....

Limit to liability (***amount in INR***) .....

Contract No. ....

For ..... ***(Name of Facilities)***

**Subject : Performance Bank Guarantee.**

Date ..... 201.

**To**

.....

.....

.....

***[Name and Address of Employer]***

Dear Sir,

We refer to the Contract Agreement (hereinafter called the "Contract") Reference No. .... Dated ..... between you and M/s. (***Name of the Contractor***) (hereinafter called the "Contractor"). Whereas the Contractor has undertaken to produce a Bank guarantee under the Contract including any amendment thereto, to secure its obligations to you for the performance of the Contract including the guarantees and warranty of the Facilities & the equipment supplied.

1. We ..... (***Name of BL***) do hereby expressly irrevocably and unreservedly undertake to unconditionally pay to you merely on your written demand, without referring it to the contractor and

without protest and demur an amount not exceeding ..... (**amount in INR**). Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....

2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.

3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Contractor(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.

4. This guarantee shall come into force from the date of issue of this guarantee and shall remain revocably valid and in force initially up to \_\_\_\_\_ and the same shall be extended further until the expiry of the Defect Liability Period of the said Contract.

5. This guarantee shall not in any way be affected by you taking any securities from the Contractor or by the winding up, dissolution, insolvency or death as the case may be of the Contractor. We shall not be entitled to proceed against the assets of the Contractor at your site

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

7. This guarantee is in addition to any other guarantee or guarantees given to you by us.

8. This guarantee shall not be discharged by any change in the constitution of the Contractor or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.

9. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum ..... (**amount in INR**) and shall expire on ..... unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

10. We have full power to sign this guarantee under the delegations of powers and notification made under general regulation and resolutions in this regard.

Yours faithfully

Dated ..... day of ..... 201\_

For .....

(**Name of BL with office seal**)

## **ANNEXURE-9 -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.

