

SBU: Industrial Packaging



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258209/66258188
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1375 dated 21.05.2019

Due date of Tender: 31.05.2019 at 17:00 Hrs. Opening of Tender: 31.05.2019 at 17:30 Hrs.

Online SingleBid e-Tender is invited from registered vendors only for ‘Repair of Shed of Finished Goods Yard’ at our Industrial Packaging Plant at Asaoti, Faridabad (Haryana) through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.in>.The tender document can be downloaded from www.balmerlawrie.com website

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

Contact details

Balmer Lawrie &Co.Ltd. SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1.Shri. Tushar Ingale - Mob-9769015541 Land Line No 022-66258209 2.Smt Radha Balakrishnan,Mob.09987526241 Land Line No.022 66258197 e.mail:radha.b@balmerlawrie.com	Contact Person 1.Mr.Tirtha Das. Mob.09163254290 E.mail- tirtha.das@c1india.com 2. MrTuhin Ghosh, Mob : 8981165071 Email – tuhin.ghosh@c1india.com 3. Mr. CH. Mani Sankar, Mob- 8939284159 Email- chikkavarapu.manisankar@c1india.com 4. Mr. Partha Ghosh, Mob : 8811093299 Email- partha.ghosh@c1india.com 5. MsUjwalaShimpi. 022-66865608 e.mail- ujwala.shimpi@c1india.com

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Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Navi-Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Asaoti (Faridabad) and Kolkata. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

Instructions for bidders

1. OnLine single bid Tenders are invited from the bidders as per detailed specification contained in Annexure- I of this tender for our plant at Asaoti (Faridabad)
2. **Please Refer to Annexure – II for detailed Technical Specifications and scope of work.**
3. The tender is invited **in single-bid System.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. Important points to be noted

Due date for submission of bids online 31.05.2019 at 17.00 hrs.

All Bids are to be completed in accordance with tender requirements within the duration as mentioned.

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

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

The successful bidder will be the Service provider.

This document is the Tender.

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

6. The **Site of Delivery of service** would be to our Barrel Manufacturing Plant at

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Balmer Lawrie & Co. Ltd.,
Industrial Packaging –Asaoti
Village: Piyala, Post. Asaoti
Distt. Faridabad - 121 102, Haryana

7. Online Earnest Money Deposit (EMD) - Terms & Conditions for making online payment towards EMD.
8. Bidders to note the Bid Rejection Criteria as detailed in Clause no.15.

9. Response from registered /unregistered Vendors will be accepted

- 10. NOTE: -Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also eligible for any other benefit applicable to MSE's mentioned in this tender document. Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –XII Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be cancelled accordingly.**

11. Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform/ newspapers. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

11. Format of Tender

- a. Tender documents consists of:

S.No.	Contents	Annexure
1	General Information	I
2	Scope of Work	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Vendor Obligation	V
6	Price Bid	VI
7	Vendor's Code of Conduct	VII
8	GST Compliance, Vendors Detail & CPPP Declaration	VIII,VIIIA & VIIIB
9	Conditions for Online Bid Submission	IX
10	BG Format	X
11	Terms & Conditions for making online payment towards EMD.	XI
13	List of designated Officers responsible for releasing payment.	XII

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- b. The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

The copies of documentary proof must be submitted hard copies in separate envelope to Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001, India on or before the due date and time.

12. Late Bids - No bidding can be will accepted after the bid closing time & date.

13. Bid Validity

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

14. Bid Rejection Criteria

A bid may be rejected if

- i. The bidder fails to send the Earnest Money Deposit (EMD) amount online before due date the deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- ii. Conflict of interest between the bidder and the Company is detected at any stage.
- iii. Bidders not registered under GST are not eligible for participating in this tender. Registered vendor to mandatorily provide the Provisional GST Number as per Annexure- VIII and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.

15. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing by email within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (Only email queries shall be replied)

16. Complete Scope of Work

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

17. Tender Documents and Deviations

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

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

18. Preparation and submission of Tender Documents

The bidders are required to sign and stamp the tender document as a token of acceptance.

- a. **Price Bid (Annexure -VI is Price Bid)**

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The lowest bidder will be decided on the cumulative Nett delivered Price in Rupee, for the service mentioned in the scope of work. Duties, levies charges in % only converted in Rupee. The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

Price bid should be filled as per the format provided (Annexure-VI) duly signed and stamped.

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ANNEXURE-I

GENERAL INFORMATION

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

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

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

Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the in BL-website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm and not subject to escalation for any reason whatsoever till execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

The Vendor can visit our Plant at Asaoti (Faridabad) to assess the actual requirement before submitting their offer.

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ANNEXURE-II

SCOPE OF JOB WORK.

Repair of Roof of Factory Building (Finished Goods Yards Shed)

Supply and fabrication of Gutter of Aluminum sheet of 20 gauge.

Dismantling of Roofing sheet and refixing after Gutter fitting.

Painting of Gutter with Two coat of Enamel paint

Dismantling of existing MS Sheet and old Gutter for repair/rectification and fitting the New Gutter and keeping the scrap so generated at the earmarked place advised/allocated by the Plant.

Supply and fabrication of Structural steel required for jointing of gutter and other support.

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ANNEXURE-III

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
'Repair of Finished Goods Yard Shed'

Balmer Lawrie &Co.Ltd.
SBU-Industrial Packaging
Vill. Piyala, Post. Asaoti
Distt. Faridabad - 121 102 (Haryana)
3.
 - i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.
 - ii) Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate, service tax etc.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Period of Contract– One Time Job. - to be completed within 15 days from the date of receipt of Work Order.**

Tender Evaluation

The tender would be finalized on the basis of Lowest [L1] Nett delivered price (NDP)

7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.**
9. **Dispatch Instructions**
Unless otherwise specifically advised in writing, the service shall not be carried out without prior receipt of purchase order issued by BL.
10. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material/service or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem

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reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder (s)

11. HSE REQUIREMENTS BY CONTRACTORS

Housekeeping: Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

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

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:

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

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 Owner 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 Owner before use.

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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.

Lifting Operations

Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's 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. Sling, 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 Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

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Hot Works: A Permit to Work must be obtained from Owner 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 hotworks shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner 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 Owner to review at any time and may be subject to Owner's prior approval.

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

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

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

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

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 1000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

ANNEXURE-IV

GENERAL TERMS & CONDITIONS

1. Introduction

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

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

2. Scope of Supply

Scope of Supply for the tender shall be as mentioned in Annexurell .

3. Reference for Documentation

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

4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 3 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions. In case no confirmation is received from the successful bidder on the acceptance of the Purchase order with in the above period, then it is deemed that the successful bidder has accepted the purchase order.

Submission of tender will mean that the bidder has fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

Earnest Money Deposit (EMD)

Earnest Money Deposit {EMD} of Rs.5,000/- (**Rs. Five Thousand** only) is to be paid online as per Annexure – XI in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

- **OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.**
- For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer

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

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

5. **Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also eligible for any other benefit applicable to MSE's mentioned in this tender document. Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –VIII B.**

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

6. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** (excluding the due date) from the date of opening of the un-price bid.
7. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

8. **PAYMENT TERMS**

Our payment terms are as follows:

Payment for the services rendered will be made within 30 days from the date of receipt of the certified bill on monthly basis.

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

Kindly refer Annexure - XII pertaining to queries regarding invoices/payment.

9. **SECURITY DEPOSIT:**

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 90 days** in BL's format (**Annexure X**) only.

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The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful completion of the contract for the tendered services

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

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

- a) Non-Supply after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

10. RISK PURCHASE

The successful vendor must ensure the completion of job awarded within the stipulated time or otherwise the Company would exercise the right for getting the work done from any other source and in the eventuality the excess amount incurred shall be recovered from the successful bidder's pending payment/security deposit.

11. Arbitration

a) Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

b) In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

12. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions,

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epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Head (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

13. Relaxation of Tender Terms & Conditions

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

14. Delay in Delivery/Installation & Commissioning

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Clause no. 11.

15. Sub-Contracts

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

16. Modification

BL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the successful Bidder's approval thereto. BL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.

BL will also have the right to request changes or modification due to technical reason, it will be subjected to the successful Bidder's approval thereto.

17. Price

The rates should be quoted in the enclosed format only .

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm and not subject to escalation for any reason whatsoever till execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

18. Control Regulations

Successful bidder warrants that all goods/service covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference.

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Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods/service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

19. Termination

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the Components/Items or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the Components/Items or any part thereof within the stipulated Delivery Period and/or to replace /rectify any rejected or defective Components/Items promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the work on the Contract.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited.

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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ANNEXURE-V**VENDORS OBLIGATION**

[1] GENERAL OBLIGATIONS: The works as completed by the Vendor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The works shall include any work, which is necessary to satisfy M/s.Balmer Lawrie's requirements. Vendors proposal and schedules, or is implied by the Contract, or arises from any obligation of the Vendor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of the works.

The Vendor shall execute and complete the works, within the time for completion, and shall remedy any defects within the Contract Period. The Vendor shall provide all superintendence, labour, Materials, Vendors Equipment, Temporary works and all other things, whether of temporary or permanent nature, required in and for such execution, completion and remedying of defects.

The Vendor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction and of all Works, irrespective of any approval or consent by the M/s.Balmer Lawrie's Representative.

[2] VENDORS REPRESENTATIVE: Unless the Vendors Representative is named in the contract, the Contractor shall, within 14 days of the Effective date, submit to the M/s.Balmer Lawrie's Representative for consent, the name and particulars of the person the Vendor proposes to appoint. The Vendor shall not revoke the appointment of the Vendors Representative without the prior consent of the M/s.Balmer Lawrie's Representative.

The Vendors Representative shall give his whole time to execution of the Works. Except as otherwise stated in the Contract, the Vendors Representative shall receive (on behalf of the Vendor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Vendors Representative is to be absent from the Site, a suitable replacement person shall be appointed, and M/s.BalmerLawrie's Representative shall be notified accordingly.

The Vendors Representative may delegate, to any person, any of his powers, functions and authorities, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the M/s.BalmerLawrie's Representative has received prior notice signed by the Vendors Representative, specifying the powers, Functions and authorities being delegated or revoked. The Vendors Representative and such persons shall be fluent in the language for day to day communications.

[3] COORDINATION OF THE WORKS:The Vendor shall be responsible for the coordination and proper execution of the works, including coordination of other contractors to the extent specified in the M/s. Balmer Lawrie's requirements. The Vendor shall, as specified in the M/s.BalmerLawrie's requirements, afford all reasonable opportunities for carrying out their work.

Any other contractors employed by M/s.BalmerLawrie and their workmen, the workmen of M/s.Balmer Lawrie, and the workmen of any legally constituted public authorities who may be

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employed in the execution on or near the site of any work not included in the Contract, which M/s.Balmer Lawrie may require.

The Vendor shall obtain, coordinate and submit to M/s.Balmer Lawrie's Representative for his information all details (including details of work to be carried out off the site) from subcontractors and suppliers. The Vendor shall be responsible for the locations of their work or materials, in order to ensure that there is no conflict with the work or materials, in order to ensure that there is no conflict with the work of other subcontractors, the Vendor or other contractors.

[4] SUBCONTRACTORS:The Vendor shall not subcontract the whole of the Works. Unless otherwise stated.

The Vendor shall not be required to obtain consent for purchase of Materials or for subcontracts for which the Subcontractor is named in the Contract;

The prior consent of M/s.BalmerLawrie's Representative shall be obtained to other proposed Subcontractors;

The Vendor shall notify M/s.Balmer Lawrie's Representative of each proposed Subcontractor not less than 7 days before the intended date of such Subcontractor commencing work on the site and;

The Vendor shall be responsible for observance by all Subcontractors of all the provisions of the Contract. The Vendor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as fully as if they were the acts or defaults of the Vendor, his agents or employees.

[5]VENDORSEQUIPMENT:Unless otherwise stated, the contractor shall provide all contractors equipment necessary to complete the works. All Vendors equipment shall, when brought on to the site, be deemed to be exclusively intended for the execution of the works. The Vendor shall not remove from the site any such equipment without the consent of the M/s.Balmer Lawrie's Representative.

[6] CLEARANCE OF SITE: During the execution of the works, the Vendor shall keep the site free from all unnecessary obstruction, and shall store or dispose of any contractor's equipment or surplus materials. The Vendor shall clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

Upon the issue of any taking over certificate, the Vendor shall clear away and remove, from the part of the site and works to which such taking over certificate refers, all the Vendors equipment, surplus material, wreckage, rubbish and Temporary works. The Vendor shall leave such part of the site and the works in a clean and safe condition to the satisfaction of the M/s. Balmer Lawrie's Representative. Except that, the Vendor shall be entitled to retain on site, until the expiry of the contract period, such Vendors equipment, materials and temporary works as required by him for the purpose of fulfilling his obligations under the contract.

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ANNEXURE-VI

PRICE BID

S.No.	Job Description	Unit Of Measurement	Qty.	Rate / Unit
1	Supply and fabrication of Gutter of Aluminium sheet of 20 gauge.	Rm	100	
2	Dismantling of Roofing sheet and refixing after Gutter fitting.	Sqm	250	
3	Painting of Gutter with Two coat of Enamel paint	Rm	100	
4	Dismantling of existing MS Sheet and old Gutter for repair/rectification and fitting the New Gutter and keeping the scrap so generated at the earmarked place advised/allocated by the Plant.	Rm	100	
5	Supply and fabrication of Strutral steel required for jointing of gutter and other support.	Kgs.	250	
	Total Amount			

GST - Extra as applicable.

(Amount in words-Rs.

)

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

Company Seal :

Signature :

Name :

Designation :

Company :

Date :

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ANNEXURE VII**SUPPLIER CODE OF CONDUCT**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co. Ltd.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. Ltd. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Ltd. Compliance Program. In such event Balmer Lawrie & Co. Ltd. expects the supplier to accept such reasonable changes

The supplier declares herewith:

Legal Compliance

- To comply with the laws of the applicable legal system(s).

Prohibition of corruption and bribery

- To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

Respect for the basic human rights of employees

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

Prohibition of child labor

- To employ no workers under the age of 18;

Health and safety of employees

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

Environmental Protection

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

Supply Chain

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

*SBU: Industrial Packaging***Annexure-VIII****A. GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIIIA attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

*SBU: Industrial Packaging***B. DETAILS OF VENDOR****ANNEXURE-VIIIA**

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

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28	Exempt From /To
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ANNEXURE VIII B

CPPP DECLARATION BY MSE BIDDERS

BIDDER TO SUBMIT ON THEIR LETTER PAD
(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS
AS PER PUBLIC PROCUREMENT POLICY FOR MSE'S ORDER 2012.)

Dated

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

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

I/We hereby also declare the following: -

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietors is a female – Yes / No [Kindly tick the appropriate category].

Company Authorized Signatory
(Seal & Stamp)

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ANNEXURE-IX

CONDITIONS FOR ONLINE BID SUBMISSION

1.Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

1.Mr.Tirtha Das. Mob.09163254290

e.mail- tirtha.das@c1india.com

2. MrTuhin Ghosh, Mob : 8981165071

Email – tuhin.ghosh@c1india.com

3. Mr. CH. Mani Sankar, Mob- 8939284159

Email- chikkavarapu.manisankar@c1india.com

4. Mr. Partha Ghosh, Mob : 8811093299

Email- partha.ghosh@c1india.com

5. MsUjwalaShimpi. 022-66865608

e.mail- ujwala.shimpi@c1india.com

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

Minimum System Requirements:

- Pentium III or Later Processor

- Minimum of 128 MB of RAM

- Minimum 1 USB port (If Certificate is in USB Token)

- DSC Dongle driver should be installed before logging in

- Reliable Internet Connectivity

- Certificate with full chain

- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 2000 Professional

- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

- Go to Control panel>Add/Remove Programs>

- Check whether Java Runtime Environment is installed on your machine or not.

A. Procedure for Bid Submission

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

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

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Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

4.Submission of Hard copies:

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

Disclaimer Clause

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

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ANNEXURE- X

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

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

Dear Sir,

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

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

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

i. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.

ii. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and

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conditions relating to the Contract and We, _____ (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

iii. Your right to recover the said sum of Rs. 000.00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.

iv. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

v. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)

vi. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.

vii. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

viii. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

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Annexure –XI

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

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

A. Privacy Policy

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

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

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

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

B. General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of

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details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

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

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

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

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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.

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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.

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3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Helpdesk

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

G. Payment Gateway Disclaimer

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

H. General Terms and Conditions -

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.

2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.

3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.

4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.

5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.

6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

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Annexure - XII

LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT

Following are the details of designated officers responsible for processing of invoices/payment: -

Sr.No	Industrial Packaging - Location	Contact Person	Contact No.	email ID
1	Silvassa	Mr. Prasoon Aggarwal	9555587372	aggarwal.p@balmerlawrie.com
2	Kolkata	Mr. Shuvam Banerjee	9831737098	banerjee.shuvam@balmerlawrie.com
3	Chennai	Mr. Manoj Karmakar	8124056521	karmakar.mk@balmerlawrie.com
4	Chittoor	Mr. Pravin K Singh	9883325136	singh.pk@balmerlawrie.com
5	Asaoti	Mr. D P Sharma	9717695849	sharma.dp@balmerlawrie.com
6	Taloja	Ms. Rekha	9867420162	rekha.rr@balmerlawrie.com
7	Vadodara	Mr. Vishal Gokharan	9819520229	vishal.g@balmerlawrie.com

You are requested to contact the above officers for any queries pertaining to Invoices/payment.