



बामर लॉरी एण्ड कं. लिमिटेड
(भारत सरकार का एक प्रतिष्ठान)
Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

www.balmerlawrie.com

SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258208 /66258215
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1437 dated 25.07.2019

Due date of Tender: 06.08.2019 at 15.00 hrs.
Opening of Price Bid: 06.08.2019 at 15.05 hrs.

Single Bid online Limited E-Tenders are invited for CTL (Cut to Length) work for CR Coils for IP-Vadodara Plant through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc>.

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,20 th Road, Near Ambedkar Park,Chembur Mumbai-400 071 |
| Contact Persons: 1. Mr.Tushar Ingale 9769015541 ingale.td@balmerlawrie.com 2. Mr.P.B.Pawar 9867290068 pawar.pb@balmerlawrie.com | 1.Mr. Ujwala Shimpi, (022) 66865608 Email – ujwala.shimpi@c1india.com (Mumbai / Monday - Friday) 2. Mr. Tirtha Das, Mob +91 -9163254290 Email - tirtha.das@c1india.com (Kolkata / Monday -Friday) 3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– chikkavarapu.manisankar@c1india.com (Chennai / Monday -Saturday) 4.Helpdesk Support (Kolkata) Email - blsupport@c1india.com - (Monday – Saturday) +91 -8017272644 Escalation level – Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com |

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 Chennai, Chittoor, Silvassa, Asaoti, Kolkata, Vadodara and Talaja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

A. Instructions for bidders

Single Bid online Limited E-Tenders are invited for CTL (Cut to Length) work for CR Coils for IP-Vadodara Plant through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc>.

Please Refer to Annexure –I for detailed Scope of work.

The tender is invited in **Single-Bid System**. The tender document consists of **Price Bid**.

Responses from both registered as well as unregistered vendors will be accepted.

All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

Important points to be noted

- | |
|---|
| <p>5.1 Due date for online bid submission 06.08.2019 at 15:00 hrs 5.2 Online Price Bid opening 06.08.2019 at 15:05 hrs.</p> |
|---|

All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned.

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

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

- **BL would be the Purchaser/Owner for the tendered item.**
- **The successful bidder will be the Supplier.**
- **This document is the Tender.**
- **The Acceptance of the Order by the successful bidder will form the contract.**

NOTE: -

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –“J”

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

The bidder shall furnish documents which cannot be uploaded online either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Unless otherwise agreed to in terms of the Purchase Order, the price shall be Firm till execution of entire contract.

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.

Format of Tender Document -

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – Scope of work
- E. Annexure II – Price Bid.
- F. Annexure III – Draft (Format for “Bank Guarantee’s”)
- G. Annexure IV - Conditions for Online Bid submission
- H. Annexure V – GST compliance undertaking
- I. Annexure VI – Details of Bidder
- J. Annexure VII - Declaration from MSE's bidder for availing benefits as per Central Public Procurement Portal (CPPP) order
- K. Annexure VIII - Terms and conditions for making online payments towards Earnest Money Deposit [EMD]

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.

1. Late Bids

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

2. Bid Validity

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

3. Bid Rejection Criteria

A bid may be rejected if

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

4. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

5. Complete Scope of Work

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

6. Tender Documents and Deviations

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

Deviation from scope of work, as given in the Tender Document-Annexure – I & II, would invite immediate dis-qualification from further consideration of the bid.

7. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

a. Price Bid (Annexure II is Price Bid)

The lowest bidder will be decided on the Total Contract Value in Indian Rupee, for the requirement as mentioned in the scope of supply {all inclusive}.

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

- b. **After submission of bid online, the bidders are requested to submit the demand draft / towards EMD along with hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5,J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**

B. SPECIAL TERMS & CONDITIONS

Earnest Money Deposit (EMD)

EMD amount of **Rs. 15,000.00/- (Rs. Fifteen Thousand Only)** is to be paid online as per **Annexure – VIII** in tender documents. Cheque, DD (Demand Draft) 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.

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 –VII**.

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

EMD is liable to forfeiture in the event of:

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

Bank Guarantee:

On receipt of the work order, successful bidder need to submit Bank Guarantee of Rs.28,20,000.00 (Rs.47000*60 MT) with 120 days validity. Validity period from the date of issuance. The BG will be returned back on successful completion of the job.

Validity of the Offer:

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

Payment Terms:

Our payment terms are as follows:

Within 15 days from the delivery of material and receipt of Tax Invoice at our IP-Vadodara Plant.

No deviation is acceptable in the payment terms as mentioned above All the bills to be duly certified by the concerned BL officer in charge before payment are released.

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.

Mr. Vishal Gokharan (9819520229 // vishal.g@balmerlawrie.com) is designated officer responsible for releasing of payments.

BL shall place the Purchase order on the Lowest Quoted Bidder on Overall basis and as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder.

Validity of the Contract:

The Contract if any awarded against this tender will be valid **for 4 months from date of award of contract**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later.

Delivery/Job Completion Period:

CTL work needs to complete within four days after vehicle reaches to bidder's works.

LIQUIDATED DAMAGE (LD):

In case, the successful bidder fails to supply and execute services within the stipulated period as per the Purchase Order, Liquidated Damages will be imposed @ 0.50% of the Total Purchase Order Value, per completed week up to a maximum of 5% of the total Purchase Order value

Despatch Instructions:

Bidder will arrange for transportation for delivery and pick up of the material from bidder's place.

Address of IP-Vadodara –

Balmer Lawrie & Company Ltd.
727, G.I. D.C. Manjusar, Savli, Vadodara.

C. GENERAL TERMS AND CONDITIONS

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.

Scope of Work

Scope of Work for the tender shall be as mentioned in Annexure I.

Reference for Documentation

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

Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall there by confirm his acceptance of purchase order in entirety without exceptions

Payment Terms

The terms of payment are as mentioned in Special Terms & Conditions under Clause "Payment Terms".

Rejection of Bids

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

Delays

Delay in Bidding

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

Bidder needs to ensure that both the Technical/Pre-Qualification as well as Price bids are submitted on or before the Tender closing date and time. Failure to submit either of the two (i.e. Technical/Pre-Qualification as well as Price bid) shall call for immediate disqualification and the Technical/Pre-Qualification bid will not be considered for further evaluation

Delay in Delivery/Completion of the job

The bidder shall try to complete the delivery/complete the job as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Special Terms & Conditions under Clause "Delivery/Job Completion Period".

Delay due to Force Majeure

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the ED (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.

RISK PURCHASE

In case services are not effected as per given schedule,, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

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.

Control Regulations

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

Termination

Without prejudice to BL's 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 item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective material 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 stop supply.

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

Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties.

The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

Code of Conduct for Balmer Lawrie & Co. Suppliers / Contractors

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this

Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

The supplier declares herewith:

Legal compliance

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

Prohibition of corruption and bribery

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

Respect for the basic human rights of employees

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

Prohibition of child labour

- o to employ no workers under the age of 18;

Health and safety of employees

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

Environmental protection

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

Supply chain

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

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

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

D. Annexure-I

SCOPE OF WORK

CTL (Cut to Length) work for CR Coils for IP-Vadodara Plant

| SR NO | Description | Qty (MT) |
|-------|---------------------|----------|
| 1 | CTL (Cut to Length) | 2100.00 |

Material Description – Steel Coils

0.70MM to 1.25MM X 910MM to 1050MM -- For Body
0.70MM to 1.50MM X 1220MM to 1315MM - For End

CTL will be as per below based on plant call ups –

Material Description – CTL

0.70MM to 1.25MM X 910MM to 1050MM X 1800MM -- For Body
0.70MM to 1.50MM X 1315MM X 660MM - For End

Length Tolerance (for Cut Sheets of 560MM) should be -0MM/+1MM

Diagonal Variation for Sheets -Should not be more than 1mm

Stacking of sheets should be approx. 2.5 MT

The sheets must be free from serrated edge that will impair the quality of steel drums. There should be no marking on any part of the steel surface.

On receipt of the work order, successful bidder need to submit Bank Guarantee of Rs. **28,20,000.00 (Rs.47000 * 60 Mt) with 120 days of validity.** Validity period from the date of issuance. The BG will be returned back on successful completion of the job.

Bidder will send the one truck load at bidder's place (approx qty = 30MT) for upliftment of coil which needs to be converted in CTL, after completion of work (CTL) and send back of that material to BL and Bidder will send second lot and so on.

Unloading and loading of material shall be in bidder's scope when the vehicle reaches Bidder's works.

All material including process waste/scrap generated in the process of CTL to be returned back to BL along with the waste and original packaging waste materials. **There should be no variation on net weight of the material dispatched and net weight of the material received back at BL plant.**

Bidder's Scope –

- Unloading and loading the material when the vehicle reaches Bidder's Place.
- Freight To & Fro from our IP-Vadodara Plant

- Unpacking the coils for CTL work
- CTL work
- Repacking with HDPE/LDPE WRAPPING and wooden blocks
- Waste /Scrap/ Original packaging waste material generated should be returned back in coil form to BL

Delivery/Job Completion Period:

CTL work needs to complete within four days after vehicle reaches to bidder's works.

Health, Safety & Environment Standard:

The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the basic HSE requirements. The list of the HSE qualification norms are listed below.

- a. Drivers should possess a valid driving license.
- b. Each truck should have a cleaner
- c. Driver and cleaner should wear Shirt and Pant only.
- d. Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
- e. Truck platform to be free from rust, dents sharp areas and uneven surfaces.
- f. All the tyres should have proper treads.
- g. Head lights, indicators and reverse horn to be in working condition.
- h. All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
- i. Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.
- j. Over all trucks should be in a well-maintained condition.
- k. The truck should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company Hence, it is essential for the successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the brake lights should be in working condition. The load carrying capacity to be written in predominant place.
- l. The truck should have side guards, which are very helpful and prevent lots of roll over of bike riders

Fully covered tarpaulin shall necessarily be provided to avoid ingress of monsoons.

ANNEXURE - II

E. PRICE BID – to be filled by BIDDER

| SR NO | Description | Unit Rate/MT (Rs.) (A) | Qty (MT) (B)* | Total (Rs.) (AXB) |
|-------|------------------|------------------------|---------------|-------------------|
| 1 | CTL Work of Coil | | 2100.00 | |

***Above mentioned qty are indicative and may vary (+/- 20%) and the same qty will be equally distributed in 4 months.**

Above Rates should be inclusive of packaging charges which includes HDPE/LDPE WRAPPING and wooden blocks and Freight (To and FRO)

The tender would be finalized on the basis of Composite Lowest Net Delivered Price (NDP).

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 | |

F. ANNEXURE- III

(To be provided by successful bidder only)

GUARANTEE AGAINST MATERIAL
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

THIS UNDERTAKING made thisday of by (set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) in favour of BALMER LAWRIE & CO. LTD. , 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001 an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company").

WHEREAS Messrs/Mr. (set out the full name, address and constitution of the Contractor) (hereinafter referred to as "the Contractor" which expression shall include their/his/its heirs, executors, administrators, representatives, successors and assigns) has been awarded a contract by the Company in terms, inter-alia, of the Company's Letter of Acceptance and/or Order No. dated for (set out the purpose) at a total value of Rs..... (Rupees only) (hereinafter referred to as "the said Contract" which terms or expression shall include any further formal contract/agreement entered into by the Company with the Contractor at any time subsequent thereto or in suppression thereof and all modifications to and amendments in the Contracts).

AND WHEREAS the Company agreed to lend and advance (hereinafter referred to as "the said Advance") to the Contractor, at the request of the Contractor a sum of Rs.....(Rupees only) for utilisation in the performance of the work covered by the said contract the terms and conditions to be mutually agreed upon (hereinafter referred to as "the Lending Agreement") on production of an irrevocable undertaking from a Bank to reimburse the Company the said sum of Rs..... (Rupees only) with interest, if any, by deduction from the gross accepted value of the Running Account Bill and Final Bill of the Contractor commencing with the first Running Account Bill.

NOW, THEREFORE, in consideration of the premises aforesaid the Bank hereby irrevocably and unconditionally undertakes to pay to the Company at (place of payment) forthwith on first demand, from the Company with protest or demur or proof or condition any and all amounts demanded by the Company in writing from the Bank with reference to this undertaking upto an aggregate limit of Rs..... (Rupees only).

AND the Bank doth hereby further agree as follows:

The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking, at any time and/or from time to time to vary the said contract and/or any of the terms and conditions thereof or of the said Advance and/or to extend time for performance of the said contract and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or power exercisable by the Company against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the securities, if any, or any of them available to the Company and/or to

initiate any proceeding against the Contractor in connection with any matter including the proceeding for realisation of the Company's dues and the Bank shall not be released from the under these presents and liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any forbearance, or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof).

ii) As between the Bank and the Company for the purpose of this undertaking the amount claimed or demanded by the Company from the Bank with reference to this undertaking shall be final and binding upon the Bank as to the amount payable by the Bank to the Company hereunder.

iii) The liability of the Bank to the Company under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and the Bank and/or the Bank and the Company or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.

iv) Irrespective of any dispute between the M/s. and the Company, the operation of this guarantee shall not be stopped for any reason and this guarantee is being issued by the bank on condition that M/s. shall always ensure that the operation of this bank guarantee is no subjected to any Stay by Law.

v) This undertaking shall not be affected by any change in the constitution of the Bank or that of the Contractor or the Company or any irregularity in the exercise or borrowing powers by or on behalf of the Contractor.

vi) This undertaking shall be valid for all claims/demands made by the Company to or upon the Bank up to the day of 2018 provided that the Bank shall upon the written request of the Company extend this guarantee by a further period of six months.

vii) The Bank doth hereby declare that Shri who is the (Designation) the Bank is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,
For

Name
Designation
Dated

G. ANNEXURE-IV CONDITIONS FOR ONLINE BID SUBMISSION

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.

Procedure for Bid Submission

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

Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers –

1.Mr. Ujwala Shimpi, Land No (022) 66865608

Email – ujwala.shimpi@c1india.com (Mumbai / Monday -Friday)

2.Mr. Tirtha Das, Mob +91 -9163254290

Email - tirtha.das@c1india.com (Kolkata / Monday -Friday)

3.Mr.CH.Mani Sankar(Chennai),+91- 6374241783

Email– chikkavarapu.manisankar@c1india.com (Chennai / Monday -Saturday)

4.Helpdesk Support (Kolkata) - +91 -8017272644 (Monday – Saturday) Email :- blsupport@c1india.com

Escalation level – 1 // Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com

Digital Certificate authentication:

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

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

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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

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.

H. Annexure-V

GST Compliance

- [1] Bidder to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIII attached
- [2] Bidder 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 Bidder
- [3] Bidder has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Bidders are required to raise invoice as per the GST tax structure.
- [5] Bidders 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 Bidders.
- [6] In case of advance payment against goods/services, Bidder to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their Bidders 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 Bidder.

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

I. Annexure-VI

DETAILS OF BIDDER

| | | |
|----|---|----------|
| 1 | Name of the Bidder | |
| 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 | Bidder's GSP name [GST Suvidha Provider's] | |
| 25 | Exemption No. | |
| 26 | Exemption Percentage | |
| 27 | Exemption Reason | |
| 28 | Exempt From | |
| 29 | Exempt To | |

J. Annexure-VII

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 –

(A) I/We belong to SC/ST category - YES / NO (Kindly tick the appropriate
category)

(B) One of the partner / proprietor is a female – Yes / NO (Kindly tick the
appropriate category)

Company Authorized Signatory
(Seal & Stamp)

K. Annexure-VIII - Terms and conditions for making online payments towards Earnest Money Deposit [EMD]

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

A. Privacy Policy

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

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

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

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

B. General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.
2. Merchant’s rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant’s right to comply with any law enforcement agencies request or requirements relating to any User’s use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

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

C. Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or
 - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

D. Miscellaneous Conditions:

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

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

E. Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

F. Personal Information

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

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.