



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

**NOTICE INVITING TENDER**

**Tender No. 0100LM1515 dated 06.11.2019**

**Due date of Tender: 18.11.2019 at 15.00 hrs.**

**Opening date Tender : 18.11.2019 at 15.15 hrs**

**Online two Bid e-Tender is invited for “ Degreasing-cum-phosphating, Iron Phosphating & Passivation Chemicals ” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>**

**Contact details**

Balmer Lawrie & Co. Ltd.

SBU-Industrial Packaging,

5 J N Heredia , Ballard Estate

Mumbai – 400 001.

Contact Persons:

Shri A S Das - Mob-07600067189, 022 66258215, email ID: das.as@balmerlawrie.com.

Shri Tushar Ingale - Mob-0, 022 66258188, email ID: ingale.td@balmerlawrie.com.

## 1. Introduction

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

### A. Instructions for bidders

1. Online Two bid e-Tenders are invited from reputed manufacturers who can supply of “Degreasing, Iron Phosphating & Passivation chemical” as per detailed specification contained in Annexure IA of this tender for our plants at Silvassa, Chennai, Chittoor (AP) Asaoti(Faridabad) and Vadodara (Gujarat)
2. **Please Refer to Annexure – I for detailed Technical Specifications**
3. The tender is invited in **Two-Bid System**. The tender document consists of Pre-Qualification Criteria & **Price Bid**.
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

<b>5.1 Due date for submission of bids 18.11.2019 at 15.00 hrs.</b>
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All Bids are to be completed and to be submitted on line only in accordance with tender requirements within the duration as mentioned.

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.**

6. Earnest Money Deposit (EMD) – As per Clause no. 1 of the Special Terms & Conditions of this Tender document.
7. Bidders to note the Bid Rejection Criteria as detailed in 1 B (CONTENTS) Point 6 , page -4.

## CONTENTS

### 1. 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.

The bidder shall bear all costs associated with the preparation and delivery of bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. BL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

### 2. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I & II – Technical Specifications for Degreasing, Iron Phosphating & Passivation Chemical & Scope of Supply.
- E. Annexure III A – Pre-Qualification Criteria  
Annexure III B – Price Bid
- F. Annexure IV & IVA – Code of Conduct of Vendors & Bank Details for SWIFT/RTGS Transfers
- G. Annexure V – Draft (Format for “Bank Guarantee for Security Deposit.”)
- H. Annexure VI – Conditions for Online Bid submission
- I. Annexure VII , VIIA & VIIB – GST Compliances , Vendor Details & CPPP Declaration by bidder
- J. Annexure VIII - Terms and Conditions for making Online-Payments towards 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.

### **3. Due Date for Submission of Bids supporting document & EMD**

The copies of documentary proof must be submitted to Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001, India on or before of E-bidding due date & time.

### **4. Late Bids**

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

### **5. Bid Validity**

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

### **6. Bid Rejection Criteria**

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD) amount 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 vendor to mandatorily provide the Provisional GST Number as per Annexure-VII 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.

### **7. Clarifications**

Clarifications that the Bidder needs to have on the tender specification can be sought from BL through e- mail only to be sent within one week from the date of issue of this enquiry.

### **8. A. Opening of Price Bid**

The Price bids will be opened for those bidders only who have satisfied all Pre-Qualification criterion.

#### **B. Complete Scope of Supply**

The complete scope of work has been defined in Annexure I of the tender document. 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.**

### **9. Language of Bids**

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

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

#### **10. Preparation and submission of Tender Documents**

The bidders are required to fill the tender document in a format as per **Annexure III A & B** in the E.Proc platform:

##### **a. Price Bid (Annexure III is Price Bid)**

The Price bid should not contain any information other than the price. Duties, levies charges either as % or value as estimated by BL would be applied equally to all price bids.

#### **11. Payment Terms**

The terms of payment have been defined in Clause No. 6 of Special Terms and Conditions.

## **B. SPECIAL TERMS & CONDITIONS**

### **1. Earnest Money Deposit (EMD) : INR 10000.00**

**Rs.10,000/- (Rs. Ten Thousand only)** is to be paid online as per Annexure –VIII 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.

**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 –VIIB.**

**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.**

Bidders (Non-MSE) have to submit Earnest Money Deposit through on line payment as mentioned in Annexure VIII.

- a) 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.
- b) 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.
- c) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

### **2. 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

### **3. Security Deposit (SD)**

Security Deposit amount of **5% of basic PO 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 16 months** in BL's format (**Annexure V**) .

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 delivery of the tendered item and

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.

**4. 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

**5. Validity of the Offer:**

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

**6. A. Payment Terms:**

Our payment terms are as follows:

Payment for the accepted material will be made within 30 days from the date of receipt of the material or bill whichever is later. Payments for supply at different locations shall be made from the respective location.

**B. DEDUCTION OF TDS :** TDS deducted from vendor payment will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently. 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.

**7. STOCKS**

Successful tenderer/s shall maintain 20% of materials stock with them at any point of time at their own cost. The successful tenderer/s shall send a monthly statement to all BL-Locations in the first week of the month showing stock position that have been ordered for supply at different locations. The Company reserves the right to inspect the quantity of Degreasing , Iron Phosphating & Passivation chemicals at the tenderer's Works.

**8. Delivery Period**

The supplier should ensure despatch of the item as per the call-up received from each individual plants from time to time

Extension of delivery period from the successful bidder may be considered and the decision of BL would be final in this regard.

**9. Liquidated Damages**

In case, the successful bidder fails to supply the item within the stipulated period as per the Purchase Order, Liquidated Damages and not as a penalty will be imposed @ 0.50% of the value of the material, per completed week up to a maximum of 10% of the total value of the call up quantity at the sole discretion of the Tenderer.

Tenderer shall also pay to the company by way of liquidated damages and not as penalty an amount equal to loss incurred due to improper quality of Chemicals supplied subject to a maximum of 10% of the total value of the particular batch of material.

#### **10. Award of Contract**

**BL shall place the Purchase order on the Lowest Quoted Bidder :**

1. As per the purchase policy set by Government of India for Government and PSU organizations, 25% of tendered quantity will be reserved for MSE vendors along with MSE vendors owned by SC/ST & Woman enterprenuer (MSE run by -Gen : 18%, SC/ST: 4 % & Woman Entp. : 3% respectively ). Such bidders, if not L1 bidders, would be required to match with L1 rates to get the award of the allotted quantities mentioned above.
2. In case of more than one such MSE bidders , the Lowest bidder will get chance to match rates with the original L1 rates in order to achieve the reserved quantity.
3. The balance 75% of tender quantity will be awarded to L1 bidders ( Non MSE)
4. In the event of non- participation by MSEs , total tendered quantity will be kept open for general bidders.
  - 4.1. In that case :
    - a. **Location wise Cumulative L1 would be considered on Net Delivered Value (NDV) basis and as such it would be in the interest of the bidders to quote their most competitive price.**
    - b. **The PO quantity may be split item wise for the particular location between L1 and L2 bidders in 70:30 ratio provided the L2 bidder matches their rates with L1 rates.**
    - c. **If L2 bidder does not agree to match rates with L1, then the L3 / L4 / L5....shall get chance to match rates with L1 in order to achieve 30% PO quantity . If none of L2/L3/L4/L5 ..... bidder agrees to match rates with L1, then 100% PO quantity will be awarded on L1 bidder.**
    - d. **If L1 price ties for an item or more than one item between two /more bidders for a particular location and the cumulative values also become same for the above bidders, then 100% PO quantity(ies) for that location will be split into equal ratio between the bidders. In that case, point 4.1. b will not be considered.**
    - e. **Quantities may increase / decrease location wise up to 20% as per actual requirements.**

**Negotiation, if held will be only with the lowest bidder (L1 Bidder).**

#### **11. Testing / Inspection / Trial.**

- i] Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
- ii] It must be noted that it is not incumbent upon the company to check and test each and every lot of Chemical. The Company shall make only random checks in accordance with the procedure stated earlier. The tenderer should therefore take note of all requirements before submission of tender. Test Certificate to accompany each supply duly certifying that the Degreasing, Iron Phosphating & Passivation chemical being supplied conform to the specifications. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective Plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.



### 11.1 DELIVERY OF MATERIALS

- i) To all our plants at Silvassa, Vadodara, Chennai, Chittoor & Asaoti (Faridabad) (addresses given as attachment) in new Plastic stackable pail/drums of 20/30/40 Kg capacity with suitable closures. Delivery schedule given from time to time for different locations should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period. The supplier shall ensure that all delivery challans are accompanied with the test certificate.
- ii) In case the material is not supplied as per delivery schedule, or material packing received in damaged condition/leaky/underweight, such defective product are to be replaced by supplier within 7 days of intimation. If he fails to replace, the Company reserves the right to buy the same from other tenderers who have participated in this tender, and or from domestic or international market. In such cases, the Company reserves the right to recover the extra cost, if any, incurred, from the tenderers' security and or due payment.
- iii) All costs related to unloading & stacking of material at the plant shall be at the supplier account.

### 12. Validity of the Contract :

The Contract if any awarded against this tender will be valid for **6 months (December'19-May'20) or till the quantity exhausts**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward. **The tendered quantity may be increased / decreased by 20% as per the actual requirement.**

**13.1. RATE:** Please indicate rate in the Price Bid. Rates shall be inclusive of Freight/ Packing & Forwarding/ Loading & Unloading

13.2 Tenderer shall quote for delivery at BL-locations mentioned  
In the scope of supply of this tender.

13.3 Charges for Freight / Delivery to plant is inclusive with the rates to be quoted.

13.4 All unloading at respective locations will be on the account of the successful bidder.

### 14 Transit Risk Insurance

Transit Risk Insurance shall be covered by the bidder from the successful bidders stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

**Successful bidder shall be fully responsible for any delay and/or demurrage of the consignment due to delay in transmittal of the dispatch documents.**

## **C. GENERAL TERMS AND CONDITIONS**

### **1. Introduction**

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

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

### **2. Scope of Supply**

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

### **3. Reference for Documentation**

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

### **4. Confirmation of Order**

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

### **5. Payment Terms**

The terms of payment are as mentioned in Special Terms & Conditions Clause no.6.

### **6. 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.

### **7. 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.

### **8. Delays**

#### **8.1 Delay in Bidding**

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

#### **8.2 Delay in Delivery**

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 Special Terms & Conditions Clause no. 9.

### **9. Delay due to Force Majeure**

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

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

#### **10. 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.

#### **11. Control Regulations**

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

#### **12. 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 :The bidder fails to comply with any material term of the Contract.

- i. 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.
- ii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective item promptly.
- iii. The bidder becomes bankrupt or goes into liquidation.
- iv. The bidder makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any substantial property owned by the bidder.
- vi. 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 .

### 13. Risk Purchase

In case delivery of material is not effected as per given schedule from time to time or the quality of materials supplied is not as per our specification , we reserve the right to cancel / reduce the order quantity placed on you, and procure the material 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.

### 14. a) Arbitration

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

**b)** 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.

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

**D :Annexure – I**

**1.0 TECHNICAL SPECIFICATION**

**Type of Product - Degreasing-cum-phosphating, Iron Phosphating & Passivation Chemical**

	CHEMICAL SPECIFICATION		Estimated total monthly requirement	U O M
[1]	Name -Degreasing –cum-Phosphating Chemical.	Range	1560	Kg
	Specific Gravity	1.2 ± 0.02		
	Operating Concentration	2 % V/V		
	Contact time	60 seconds - 90 seconds		
	Total Acid	7 - 10 ml, easily soluble with water.		
	Operating temperature	Ambient		
	Application	Spray		
	Process	High Pressure water jet.		
[2]	Name -Passivation Chemical. [Non-Chrome base]	Range	150	Kg
	Specific Gravity	1.24 ± 0.02		
	Operating Concentration	0.03 - 0.06% V/V		
	Contact time	30-80 secs		
	Total Acid	2 - 5.0 ml, easily soluble with water.		
	Operating temperature	Ambient		
	Application	Spray		
	Process	High Pressure water jet.		
[3]	Iron Phosphating Chemical.	Range	2280	Kg
	Specific Gravity	1.28 ± 0.02		
	Operating Concentration	2% V/V		
	Contact time	60 -120 sec		
	Total Acid	7 - 10 ml		
	Operating temperature	Ambient		
	Application	Spray		
	Process	High Pressure water jet.		

**Annexure-II**

**Scope of Supply**

1. **Period of Contract:** From December 19 to May 20 or till quantity exhausts.

2. Estimate requirement(+10%)

LOCATION	DEGREASING CUM PHOSPHATING CHEMICAL(Kgs /Month)	IRON PHOSPHATING CHEMICAL (Kgs/Months)	PASSIVATION CHEMICAL (Kgs/Month)
SILVASSA	1000	1000	70
VADODARA	40	40	5
CHENNAI	140	70	15
CHITTOOR	20	0	0
ASAOTI (FARIDABAD)	360	1170	60
<b>TOTAL / MONTH</b>	<b>1560</b>	<b>2280</b>	<b>150</b>
<b>TOTAL FOR 6 MONTHS</b>	<b>9360</b>	<b>13680</b>	<b>900</b>

These are best estimates of requirement based on market conditions and carry no commitment. Successful tenderer will have to meet our actual requirement as indicated by us from time to time during the contract period.

Actual estimated requirement will be communicated before the start of each month and supply will have to be scheduled accordingly. In case of any change in Company's manufacturing program, the Company reserves the right to alter monthly delivery schedule.

**SPECIFICATIONS**

Degreasing cum Phosphating, Iron Phosphating & Passivation chemicals offered shall conform to Specification given in Specification Annexure-I.

**Formulation for "Degreasing Cum Phosphating Chemical" should normally include Surfactant in proper ratio to get desired result at our end. Additional requirement of Surfactant, if any, to be supplied by the vendor free of cost proportionately.**

In the event of supplies not meeting the specifications, the same will be rejected. Such rejected quantity must be removed from our Works within 7 days from the date of our advice and the company will not be responsible for any deterioration/loss etc. Further, if the rejected quantities are not removed within the specified time, the Company shall be at liberty to dispose-off the same in the manner as deemed fit without any obligation to the supplier.

**PREQUALIFICATION CRITERIA**

SR NO	Criteria	Documents need to submit
1	The bidder shall have at least 5 (Five) years of experience in supplying of similar type of material.	Certificate of Incorporation/Certificate of Registration/Trade License/Factory License to be submitted for experience .
2	Company's Permanent Account No. (PAN No) & GST No.	Copy of Certificate
3	The bidder is required to attach documentary evidences of successful supply of tendered item to BL-IP / BL(IP)-Location wise successful Trial in last 12 <b>months</b> .	Purchase Order copies /Trial Report of BL-IP Locations .
4	Payment against EMD amount of Rs.10,000.00	Payment Details / Udyog ADHAAR No. Certificate for MSE Vendor
5	Regular submission of GST Return to the Authority along with proof of submission of return for FY 18-19 (GSTR-1 &GSTR-3B)	Copy of (GSTR-1 &GSTR-3B)
6	Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company (Balmer Lawrie & Co.Ltd) and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.	Self-Declaration on Company's letter head with Sign and Stamp

**E-ANNEXURE III B**

**E/1 SAMPLE PRICE BID – to be filled by BIDDER” ON LINE”**

S.No.	SILVASSA	Deg. Cum phosphating Chemical	Iron Phosphating Chemical	Passivation Chemical
1	<b>Quantity( 6 Months) : Kg</b>	6000	6000	420
2	Basic Rate : Rs./Kg			
3	<b>GST %</b>			
4	<b>Total Gross price per Kg [add 2 &amp; 3 as applicable]</b>			
5	<b>Net Delivered Value (1 X 2)</b>			

**E/2 SAMPLE PRICE BID – to be filled by BIDDER “ON LINE”**

S.No.	VADODARA	Deg Cum phosphating Chemical	Iron Phosphating	Passivation
1	<b>Quantity(6 months) : Kg</b>	240	240	30
2	Basic Rate : Rs./Kg			
3	<b>GST %</b>			
4	<b>Total Gross price per Kg [add 1&amp;2]</b>			
5	<b>Net Delivered Value [1X 2]</b>			



**E/3 SAMPLE PRICE BID – to be filled by BIDDER “ON LINE”**

S.No.	CHENNAI	Deg Cum Iron phos Chemical	Iron Phosphating	Passivation
1	Quantity(6 months) : Kg	840	420	90
2	Basic Rate : Rs./Kg			
3	GST %			
4	Total Gross price per Kg [add 1&2]			
5	Net Delivered Value [1X 2]			

**E/4 SAMPLE PRICE BID – to be filled by BIDDER “ON LINE”**

S.No.	CHITTOOR	Deg Cum Iron phos Chemical
1	Quantity(6 months) : Kg	120
2	Basic Rate : Rs./Kg	
3	GST %	
4	Total Gross price per Kg [add 2 & 3]	
5	Net Delivered Value [1x 2]	

**E/5 SAMPLE PRICE BID – to be filled by BIDDER “ON LINE”**

S.No.	ASAOTI	Deg Cum Iron phos Chemical	Iron Phosphating	Passivation
1	Quantity(6 months) : Kg	2160	7020	360
2	Basic Rate : Rs./Kg			
3	GST %			
4	Total Gross price per Kg [add 2&3]			
5	Net Delivered Value [ 1X2]			

Tenderer should quote their rates per “ Kg “ basis only and any other “ UOM” is not acceptable. Offer from Bidders should contain Basic rates /Kg and GST % . Basic rates shall be inclusive of Freight Charges /Loading & Unloading / Packing & Forwarding, if any.

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

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

## **F Annexure-IV**

### **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 behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- o to comply with the maximum number of working hours laid down in the applicable laws;
- o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

☐ **Prohibition of child 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.

**ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS :**

1. Balmer Lawrie& Co. Ltd., Industrial Packaging,  
Survey No.23/1/1,Khadoli Village, UT of D & NH  
SILVASSA – 396 230.
2. Balmer Lawrie& Co. Ltd., Industrial Packaging,  
Plot No. 727, GIDC, Savli, Vadodara  
GUJARAT – 391775
3. Balmer Lawrie& Co. Ltd., Industrial Packaging,  
32, Sattangadu Village  
Thiruvottiyur – Manali Road, Manali  
CHENNAI – 600 068.
4. Balmer Lawrie& Co. Ltd. Industrial Packaging,  
62, Patnam Post, Patnam Village, Araconda Road  
Thavanampalle Mandal  
Chittoor  
ANDHRA PRADESH -517131
5. Balmer Lawrie & Co. Ltd., Industrial Packaging,  
Village Piyala, Post Asaoti  
Dist. FaridabadHARYANA – 121 102.

**BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
<b>4</b>	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	<b>SCBL0036046</b>
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	L. Vendor's e mail id	

**G- ANNEXURE- V**

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

**Proforma of the Bank Guarantee**

**(Security Deposit)**

**BalmerLawrie & 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 the Supply of Degreasing-cum-phosphating, Iron Phosphating & Passivation chemical and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

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

SBU: Industrial Packaging

hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:



**H - ANNEXURE-VI**

**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](mailto:ujwala.shimpi@c1india.com)
2. Mr. Tirtha Das, Mob 09163254290 Email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
3. Mr. Tuhin Ghosh, Mob. 08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
4. Mr. CH. Mani Sankar (Chennai), +91-8939284159 Email – [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)
5. Mr. Partha Ghosh, Mob. 0 08811093299 Email – [partha.ghosh@c1india.com](mailto:partha.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.

**I - Annexure-VII**

**GST Compliances**

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

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

DETAILS OF VENDOR

ANNEXURE VIIA

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	
28	Exempt From	
29	Exempt To	

**ANNEXURE- VIIB**

**BIDDER TO SUBMIT ON THEIR LETTER PAD**

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

Dated .....

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

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

Company Authorized Signatory

(Seal & Stamp)

## J. 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/offers.

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

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

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
  - 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:**

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](mailto: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.