



SBU – Industrial Packaging
 5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
 Tel. No.091-022-66258209/66258190
 Fax No. 091 - 022- 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1613 dated 02.05.2020

Due date of Tender: 12.05.2020 at 17:00 hrs. // Opening of price bid:12.05.2020 at 17.10 hrs

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

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **Online SINGLE BID e-Tender** from **Contractors** for **PROVIDING DRIVER FOR FORKLIFT OPERATION IN BARREL MANUFACTURING** in **Balmer Lawrie & Co. Ltd., Industrial Packaging, Chennai**, No.32, Sathangadu Village, Manali, Chennai – 600 068 from **MAY'2020 to APR' 2021 (12 Months)**. Conducted at e-Procurement Portal: <https://balmerlawrie.eproc.in> and the Tender Document can be downloaded from www.balmerlawrie.com.

Contact details for any clarification over the tender for participation.

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.RAMESH. S Mobile: 93614 37816 Email id - sambath.r@balmerlawrie.com 2. Mr.Tushar Ingale Mobile:9769015541 Email id – ingale.td@balmerlawrie.com	Contact Person 1.Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) Email - ritu.patil@clindia.com 2. Mr. Tirtha Das, Mob +91 -9163254290 Email - tirtha.das@clindia.com (Kolkata / Monday -Friday) 3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– chikkavarapu.manisankar@clindia.com (Chennai / Monday -Saturday) 4.Helpdesk Support (Kolkata) Email - blsupport@clindia.com - (Monday – Saturday) +91 - 8017272644 Escalation level 1 – Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@clindia.com Level 2 -Mr. Sandeep Bhandari sandeep.bhandari@clindia.com +91-8826814007

FORMAT OF TENDER DOCUMENT CONSISTS OF:

- A. Instruction for bidders**
- B. Tender Base Information**
- C. Minimum requirement Criteria**
- D. Nature of Work**
- E. Commercial Terms & Conditions**
- F. General Terms & Conditions (Annexure- I)**
- G. Scope of Work & Schedule of Requirement (Annexure-II)**
- H. PROFORMA for BG as SD (Annexure-III)**
- I. PRICE BID Format (Annexure –IV)**
- J. Code Of Conduct For Vendors (Annexure –V)**
- K. HSE Requirements By Contractors (Annexure – VI)**
- L. Conditions For Online Bid Submission (Annexure – VII)**
- M. GST Compliance (Annexure- VIII)**
- N. Details of Vendor (Annexure-IX)**
- O. Terms & Condition for submission of On Line EMD amount (Annexure-X)**
- P. CPPP Declaration format for the MSE bidders ((Annexure-XI)**

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.

A. INSTRUCTIONS FOR BIDDERS:

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **Online Single Bid e-Tender** from **Registered Contractors** for **PROVIDING DRIVER FOR FORKLIFT OPERATION IN BARREL MANUFACTURING**, in Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai – 600 068 from **MAY 2020 to APRIL 2021 (12 Months)** as per detailed specification contained in **Annexure- I.**

1. SALIENT FEATURES OF THE TENDER:

- i. **The bidder should be registered in Balmer Lawrie Web Portal through M/s. C1 India Pvt. Ltd., for online e.bidding.**
- ii. **Tender Type – LIMITED TENDER - Bidders has to participate in this tender through BL e-procurement website: Portal <https://balmerlawrie.eproc>.**
- iii. **Tender Category – SINGLE BID e-TENDER (The tender document consists of Price Bid)**
- iv. **Evaluation Type - Item-wise: Prices are compared at individual item level.**
- v. **Payment of Earnest Money Deposit / Security Deposit**
- vi. **Please Refer to Annexure – I for detailed Scope of Work & Schedule of Requirement.**

2. TENDER DETAILS:

Tender Documents consists of **Priced Bid, Tender Details, and Terms & Conditions.**

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

The bidder has to register themselves with our service provider **M/s. C1 India Pvt. Ltd.**, prior to participate in the as per guidelines provided under **“Conditions for Online Bid Submission”** in the last pages.

The bidder has to keep track of any changes by viewing addendum / corrigendum issued by the tender inviting authority on time – to – time basis in the e-procurement platform. The Company calling for tenders shall not be responsible for any claims/ problems arising out of this.

3. TENDER SUBMISSION:

EMD amount (Rs.3000) is to be paid online as per **Annexure –IX** 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 –XI**

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

EMD is liable to forfeiture in the event of:

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

4. IMPORTANT POINTS TO BE NOTED:

- i. **Due date for Price Bid submission 12.05.2020 at 17:00 hrs.**
- ii. All documents required in the tender can be deposited in the Tender Box which cannot be uploaded online at **our Ballard Estate Office, 5, J.N.Heredia Marg, Ballard Estate, Mumbai - 400 001.**
- iii. The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"
- iv. **BL would be the Purchaser. The successful bidder will be the Service provider.**
- v. **Responses from registered vendors alone will be accepted and that other interested vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for the subsequent Tenders.**
- vi. **This document is the Tender.**
- vii. **The Acceptance of the Order by the successful bidder will form the contract.**
- viii. **Earnest Money Deposit (EMD) – to be pay online as per (Annexure-X)**

5. 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 BL's Website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. **BID VALIDITY:** The Price Bid submitted by bidder shall remain valid for a period of **THREE MONTHS** from the date of opening of the Price Bid.

7. BID REJECTION CRITERIA:

A bid may be rejected if

- If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- Conflict of interest between the bidder and the Company is detected at any stage.

- 8. CLARIFICATION:** 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*)
- 9. COMPLETE SCOPE OF WORK:** The complete scope of work has been defined in Annexure- II of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.
- 10. 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 would invite immediate dis-qualification from further consideration of the bid.**

B. TENDER BASE INFORMATION

1.	Tender No.	:	0100LE1613 dt.02.05.2020
2.	Tender Title	:	
	PROVIDING DRIVER FOR FORKLIFT OPERATION IN BARREL MANUFACTURING		
3.	Tender Description	:	
	Balmer Lawrie & Co. Ltd., Industrial Packaging invites Online Single Bid e-Tender for PROVIDING DRIVER FOR FORKLIFT OPERATION IN BARREL MANUFACTURING , Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai – 600 068 from MAY 2020 to APRIL 2021 (12 Months) .		
4.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	:	LIMITED
5.	Factory / Division	:	Industrial Packaging, Chennai
6.	Currency (India Rupees / U S Dollars)	:	INDIAN RUPEES
7.	Section / Sub-division	:	-
8.	Tender Category (Single Bid/ Two Bid / EOI)	:	SINGLE BID TENDER
9.	Evaluation Type: (Item-wise: Rates are compared at individual item level , Schedule-wise: Rates are compared as groups of similar items)	:	SCHEDULE-WISE
10.	Estimated Value (min)	:	N.A.
11.	Estimated Value (max)	:	N.A.
12.	Payment Level (Tender Level / Item Level)	:	TENDER LEVEL
13.	Currency of payment	:	Indian Rupees (INR)
14.	EMD Amount	:	₹ 3000/- (₹ Three Thousand only)
15.	Payment Mode	:	Online - Refer Terms & Condition for submission of On Line EMD amount (Annexure-X)

C. NATURE OF WORK**PROVIDING DRIVER FOR FORKLIFT OPERATION IN BARREL MANUFACTURING (FOR 12 MONTHS)**

- a. To Operate/Maintain 3 Ton/4 Ton Capacity "Voltas" make Forklift Truck in Barrel Plant for movement of Steel sheet in and around plant area during working hours and extended hours, Sundays & Holidays as and when required as instructed.
- b. Company's normal working hours shall be between 9.00 A.M to 5.30 P.M. However, depending upon the operation needs the above requirement may be needed after 5.30 P.M and upto 10.00 P.M (or) may be started at 6.00 A.M in the morning hours according to convenience/requirement.
- c. The successful bidder may have to employ their workmen during Sundays/Holidays for Shutdown maintenance such requirements will be intimated to the contractor in advance.
- d. The Driver requirement will be one person per day.

D. COMMERCIAL TERMS & CONDITION

1.	The term "Company (or) BLCL" wherever mentioned in the tender document refers to "Balmer Lawrie & Co. Ltd."
2.	The term "bidder / Contractor" 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 duly approved by the company.
3.	Period of Contract: MAY 2020 to APRIL 2021 (12 MONTHS). The Contract is extendable by Three months as per tender. Further on mutual agreement with the successful bidder as per tender terms the contract is extendable for further period / exhausting balance order quantity whichever is later . The exact date of commencement of the contract shall be decided based on the finalization of the contract.
4.	The quantity mentioned under schedule of requirement is merely indicative and the company cannot give any commitment. The company reserves the right at its discretion to enhance the ordered quantity by 10% during tenure of contract.
5.	The tender quantity is only indicative and company does not give any commitment for above quantity.
6.	The rate quoted by the successful bidder to be kept valid throughout the tenure of contract. No increase in rate will be considered. Except for change in Minimum wages Acts or any statutory levies imposed by Union / State Govt. / Local authorities. In case of successful bidder, seeking price increase with reference to change in Minimum wages acts or any statutory levies, proof of the same to be provided for consideration In case of supplier seeking price increase with reference to Minimum wages acts, only proportionate increase in Basic, EPF & ESI will be considered in Normal hours. For Extended hours, Proportionate increase considered only for Basic & ESI.
7.	The offer submitted by bidder should be valid for the company's acceptance for a period of 90 days from the due date of opening of price bid.
8.	The bidders are requested visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before participating in this e-tender.
9.	EMD amount is to be paid online as per Annexure –IX 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 –XI

10.	<p>SECURITY DEPOSIT [SD]:</p> <p>The SD amount payable by the successful bidder would be 3% of the contract value by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at CHENNAI. The Security Deposit may be submitted 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. [or]</p> <p>The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of 15 Months for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company will only be used for submitting the BG.</p> <p>The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and</p> <p>All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.</p> <p>The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.</p> <p>Security deposit is liable to forfeiture in the event of:</p> <ol style="list-style-type: none"> Non-Supply after Acceptance of Purchase Order. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order. Successful Bidder violates the tender conditions. If the performance of the bidder is found to be unsatisfactory <p>Any unilateral revision made by the successful bidder during the validity period of the contract.</p>
11.	<p>PAYMENT: Payment will be released 30 days from the date of submission of bill as recorded at our Manufacturing dept.</p>
12.	<p>Sub-Letting: The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.</p>
13.	<p>A. General Obligations regarding workmen engaged by the successful bidder for working inside the factory / office premises.</p> <p>Workmen will be engaged by the Successful bidder based on the work to be carried out from time to time. The General Obligations of the Successful bidder in this respect are given hereunder. However, the following details / statement of obligations are not exhaustive.</p> <ol style="list-style-type: none"> The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder. The Successful bidder will ensure that his employees wear the safety appliances provided by the Successful bidder and that adequate safety precautions are taken by them while carrying out their work in the factory premises. The Successful bidder will make his own arrangements for their transport, food land accommodation and any other facility if required. The Successful bidder will provide the company a list of his workmen who are required to carry out the work within the factory premises against which the Company will be providing them with fate passes. The Successful bidder's workmen will have to furnish the same at the Security check for entry into the premises. The Successful bidder will ensure that workers other than the names registered by them with the company / authorities are not employed. The Successful bidder will be responsible for discipline and behavior of their workers. The Successful bidder will also ensure that a responsible Supervisor is always present at the work site who will report to the Company on daily basis. The Company will have privacy of Contract with the Successful bidder only and will give instructions to the Successful bidder or his authorized Manager / Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Successful bidder. Any Statutory Levies / change in Levies imposed by Union [or] State Govt. shall be made applicable during the tenure of this contract. If the Successful bidder's workmen, representatives, agents etc., do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and / or require such person to be removed from the premises forthwith.

	<p>i. The Successful bidder will be liable to indemnify / reimburse the Company all the money paid in addition to the expenses incurred by the company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen.</p> <p>B. Statutory Requirements to be fulfilled by the successful bidder towards engaging Labors in Factory / Office premises.</p> <p>a. The successful bidder shall hold a valid Labour license issued by Statutory Authority.</p> <p>b. The successful bidder shall abide by the following Acts in force enacted by Union / State Govt.</p> <ol style="list-style-type: none"> Minimum wages Act 1948 Employee State Insurance Act 1948 Provident Fund and Miscellaneous provisions act, 1952 Payment of Bonus Act, 1965 (calculations will be on the basis on 8.33% of Rs. 7,000/-) Workmen's compensation Act, 1923 (for those who are out of ESI) Labour welfare fund Payment for Wages Act Child labour (prohibition and regulation) Act 1986 Payment of Gratuity act, 1972 Factories act, 1948 Contract labour regulation and abolition act 1970 Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) & Pradhan Mantri Suraksha Bima Yojana (PMSBY) (contributions will be reimbursed by the company) <p>c. Any other law applicable to the contract workmen now in force and as amended from time to time.</p> <p>C. Additional Requirements & Terms & Conditions the successful bidder need to maintain towards engaging their Labors inside Factory / Office premises.</p> <ol style="list-style-type: none"> Supervision of the contract labour. Provide two sets of uniform and safety shoes. No contract labour's age should exceed 58 years. Successful bidder has to maintain wage register & is to be certified by concerned authority of BL on monthly basis. The Wages has to be paid through Bank transaction only and the proof for such transaction has to be submitted. The contractor shall submit the proof for payment of ESI & PF along with the bill relevant back papers. Maintain safety norms under HSE norms. <p>The successful bidder shall ensure adequate providing tiffin, lunch and dinner on their personnel engaged for above operation in our plant. Company will not provide such arrangement during the tenure of the contract.</p>
14.	<p>Termination: Without prejudice to company's right to rate adjustment by way of discount or any other right or remedy available to company, company may terminate the Contract of any part thereof by a written notice to the bidder if :</p> <ol style="list-style-type: none"> The successful bidder fails to comply with any term of the Contract. The successful bidder informs company of its inability to complete the work (s) or any part thereof within the stipulated completion Period or such inability otherwise becomes apparent. The bidder fails to complete the work (s) or any part thereof within the stipulated completion Period and/or to replace /rectify and rejected or defective work(s) promptly. The successful bidder becomes bankrupt or goes into liquidation. The successful bidder makes a general assignment for the benefit of creditors. A receiver is appointed for any substantial property owned by the successful bidder. The successful bidder has misrepresented to company, acting on which the, company has placed the Order on the successful bidder. Upon receipt of said termination notice, the successful bidder shall discontinue the work on the Contract so far as terminated, and matters connected therewith. <p>On termination of the contract, without prejudice to any other right or remedy available to company under the contract, in the event of company suffering any loss on account of delayed completion or non-completion, company reserves the right to claim and recover damages from the successful bidder in respect thereof.</p>
15.	<p>Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.</p>

16.	Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.	
17.	The company would not carry out any negotiations except with such contractors who is / are the lowest quoted contractors originally. As such it would be in the interest of the contractors to quote the lowest possible rate.	
18.	The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at discretion.	
19.	The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.	
20.	Penalty (Risk Purchase) clause: - Any failure on the part of the contractor in executing the contract as per tender terms will be viewed seriously. Further, the company reserves the right to engage any other contractor at the then prevailing rates and the additional cost if any incurred in this process will be recovered from the bills / SD of the successful contractor. Also the contractor may be debarred from participating in future tenders of the company.	
21.	Statutory Details Of Bidder	
	Contact Person	:
	P.F. Registration Number	:
	E.S.I Registration Number	:
	SERVICE TAX Registration Number	:
	PAN Number	:
	Telephone [Mobile / Land Line / Fax]	:
	e-Mail ID	:
	MSME / NSIC / SSI Registration if any	:
	* PF & ESI Registrations is a must to participate in this tender. The contractor should provide their Registration Number in the relevant column provided below.	

E. GENERAL TERMS & CONDITION**ANNEXURE - I****a. FORCE MAJEURE CLAUSE**

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

b. SAFETY AND WELFARE

- i. Water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- ii. The Contractor shall provide safety clothing, shoes to the personnel deployed by him for carrying out the jobs in the factory premises, as required. Payment of the same will be done on submission of proof.
- iii. First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- iv. Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

c. SUSPENSION OF WORK:

The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.

The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking -in-Charge may at any time (s) at his discretion should he consider that the circumstances so warrant (the decision of Officer-in-Charge as to the existence of Circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period (s), as Officer-in-Charge shall deem fit, and the Contractor upon receipt of the order of suspension forthwith suspend the work (s) or such part thereof as shall have been suspended until he has received a written order from the Officer-in-Charge to proceed with the work suspended or any part thereof.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension, the personnel of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the liability of the Contractor to pay Salary, wages or hire charges or bear other charges and expenses thereof.

Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Officer-in-Charge in any notice of Suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor).

d. CONFIDENTIALITY / SECRECY

The successful Contractor would have to acknowledge that any confidential information received by them from BL or to which it has access, in connection with the discharge by the Contractor of its duties and obligations under and in accordance with the agreement required to be executed, or granted by BL to the Contractor and/or its employees/workmen and/or contract labour to be engaged or employed by it in accordance with the terms hereof, would be under a duty/obligations of confidentiality and agrees that such confidential information shall not be disclosed or divulged to any third party without the prior written consent of BL and shall be used by the Contractor and/or employees/workmen and/or contract labour engaged or employed by it as aforesaid solely for the purpose of the discharge by the Contractor of its duties and obligations in accordance with the terms hereof.

For the purpose of this clause, "Confidential Information" shall mean all records, books, statements, vouchers, and other data or information (whether written, graphic or oral) to be supplied or furnished by BL or on its behalf to the Contractor or to which BL would grant access to the Contractor, its employees/workmen and/or contract labour, as the case may be as aforesaid.

e Control Regulations

Successful bidder warrants that all goods/materials/service 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 connection with manufacturing/ supply of goods/ service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

ARBITRATION: Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation 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 and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

I/We have studied the tender documents carefully and have quoted our lowest rates in accordance with the terms and conditions.

Name of Company		Contact Name	
Seal		Designation	
Date		Signature	



F. SCOPE OF WORK & SCHEDULE OF REQUIREMENT**ANNEXURE - II**

SNo. Description of Work	UOM	Estimated Qty.
DRIVER FOR FORKLIFT OPERATION IN BARREL MANUFACTURING - Providing driver should hold relevant & valid Heavy Vehicle Driving license to Operate/Maintain 3 Ton/4 Ton Capacity "Voltas" Make Forklift Truck in Barrel Plant for movement of Steel sheets in and around Plant area as per the requirement of the Company.		
1. During Normal Hours	Man Hours	2,600
2. During Extended Hours, Sundays & Holidays	Man Hours	500

NOTE: The bidders are requested to consider the following and accordingly quote their rates.

1. The successful bidder has to engage suitable driver should hold relevant & Valid Heavy Vehicle Driving license to Operate/Maintain 3 Ton/4Ton Capacity "Voltas" Make Forklift truck. Under category against SNo.1 shall be used during normal hours and SNo.2 shall be carried out during extended hours, Sundays and holidays.
2. The successful bidder has to provide required Driver on day to day basis as per our instruction for both normal and extended hours as and when required as informed by our Officers.
3. The company does not give any commitment towards engagement of above driver regularly.

AWARD OF CONTRACT

1. The lowest rate would be arrived considering the lowest *Cumulative Grand Total of work mentioned above as a SINGLE LOT.
2. 100% order will be placed on the lowest [L1] quoted bidder.
3. The quantity mentioned is merely indicative and company cannot give any commitment. Company reserves right at its discretion to enhance ordered quantity by another 10% during tenure of contract.
4. The contract is extendable by Three Month as per tender. Further on mutual agreement with the successful bidder as per tender terms the contract is extendable for further period / exhausting balance order quantity whichever is later.
5. Quantity interchange among above category of work within estimated awarded order value of the contract may be carried out by company on need basis.

UNDERTAKING FROM VENDOR

1. We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
2. We are aware of the Penalty & Risk Purchase Clause of this tender, in case of non-performance against company's requirement.
3. Failure to provide the number will render the offer invalid and the offer will be summarily rejected. Registrations are a must to participate in this tender.

Name of Company		Contact Name	
Seal		Designation	
Date		Signature	

H. PROFORMA for BG as SD.**ANNEXURE-III****(To be provided by successful bidder only)****Proforma of the Bank Guarantee (Security Deposit – 5% of order value)****BALMER LAWRIE & CO. LTD.****5, J N HEREDIA MARG, BALLARD ESTATE,****MUMBAI – 400 001.**

Dear Sir,

That Messrs./Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. _____ dated _____ (hereinafter referred to as “the said Tender”) for the Service 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 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:

I. PRICE BID FORMAT**ANNEXURE – IV**

Sr.No.	Description of Work	UOM	Qty.	RATE	VALUE
DRIVER FOR FORKLIFT OPERATION IN BARREL MANUFACTURING Providing driver should hold relevant & valid Heavy Vehicle Driving license to Operate/Maintain 3 Ton/4 Ton Capacity "Voltas" Make Forklift Truck in Barrel Plant for movement of Steel sheets in and around Plant area as per the requirement of the Company.					
1.	During Normal Hours	Man Hours	2,600		
2.	During Extended Hours, Sundays & Holidays	Man Hours	500		
Goods & Service Tax(GST)%					



J. CODE OF CONDUCT FOR VENDORS**ANNEXURE – V**

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:

- I. **Legal compliance** to comply with the laws of the applicable legal system(s).
- II. **Prohibition of corruption and bribery** - to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- III. **Respect for the basic human rights of employees**
 - a. 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;
 - b. to respect the personal dignity, privacy and rights of each individual;
 - c. to refuse to employ or make anyone work against his will;
 - d. to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - e. to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - f. to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - g. to comply with the maximum number of working hours laid down in the applicable laws;
 - h. 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.
- IV. **Prohibition of child labor** - to employ no workers under the age of 18;
- V. **Health and safety of employees**
 - a. to take responsibility for the health and safety of its employees;
 - b. to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - c. to provide training and ensure that employees are educated in health and safety issues;
 - d. to set up or use a reasonable occupational health & safety management system;
- VI. **Environmental protection**
 - a. to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - b. to minimize environmental pollution and make continuous improvements in environmental protection;
 - c. to set up or use a reasonable environmental management system;
- VII. **Supply chain** – to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct; to comply with the principles of non-discrimination with regard to supplier selection and treatment.

K. HSE REQUIREMENTS BY CONTRACTORS**ANNEXURE – VI**

a. Housekeeping
Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.
b. Confined Space
Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed As minimum Contractors must ensure the following:
<ul style="list-style-type: none"> a. Confined spaces are kept identified and marked by a sign near the entrance(s). b. Adequate ventilation is provided c. Adequate emergency provisions are in place d. Appropriate air monitoring is performed to ensure oxygen is above 20%. e. Persons are provided with Confined Space training. f. All necessary equipment and support personnel required to enter a Confined Space is provided.
c. Tools, Equipment & Machinery
The Contractor must ensure that all tools & equipment provided for use during the Work is:
<ul style="list-style-type: none"> a. suitable for its intended use; b. safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available); c. Used only by people who have received adequate information, instruction and training to use the tool or equipment. d. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.
d. Working at Height
Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.
e. Fall Prevention System :
Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.
f. Fall Protection Systems
Where fall protection systems are used then the Contractor must ensure the following is applied:
<ul style="list-style-type: none"> 1. Only approved full body harness and two shock-absorbing lanyards are used, 2. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system, 3. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight, 4. Lifeline systems must be approved by Owner before use. 5. Use of ISI marked industrial helmet at all point of time.
g. Scaffolding
All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.
h. Stairways and Ladders
Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.
<ul style="list-style-type: none"> i) Fabricated ladders are prohibited. ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over. iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting. iv) Ladders will be lowered and securely stored at the end of each workday.

<p>(ii) Ladders shall be maintained free of oil, grease and other slipping hazards</p> <p>(iii) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.</p> <p>(iv) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, & removed from the Site by end of the day.</p>
<p>i. Lifting Operations</p>
<p>1. Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.</p> <p>2. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.</p>
<p>j. Lockout Tag out ("LOTO")</p>
<p>Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.</p>
<p>k. Barricades</p>
<p>Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used. Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.</p>
<p>l. Compressed Gas Cylinders</p>
<p>Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.</p>
<p>m. Electrical Safety</p>
<p>Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.</p> <p>The below measures will be taken:</p> <p>a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.</p> <p>b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.</p> <p>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</p>
<p>n. Hot Works</p>
<p>A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.</p>
<p>o. Trenching Excavating, Drilling and Concreting</p>
<p>A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.</p> <p>Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.</p>
<p>p. Environmental Requirements</p>
<p>Waste Management: The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers,</p>

or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

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

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

q.PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS: The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.



L. CONDITIONS FOR ONLINE BID SUBMISSION**ANNEXURE – VI****1. Registration with e.Procurement platform:**

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

1. Ms. Ritu Patil (Mumbai) , +91-0124-4302000 (Ex-236) (Monday-Friday)
Email - ritu.patil@c1india.com
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
5. **Escalation level 1**– Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com
Level 2 -Mr.Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

Balmer Lawrie's officials.

1. Mr.RAMESH. S // Mobile: 93614 37816 //Email id -sambath.r@balmerlawrie.com
2. Mr.Tushar Ingale //Mobile:9769015541 //Email id – ingale.td@balmerlawrie.com

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

b. Operating System:

- Windows 2000 Professional
- Windows XP

c. Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

d. Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment is installed on your machine or not.

3. **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.
4. **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class II) 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.
5. **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.
6. **Submission of Hard copies:** After submission of bid online, the bidders are requested to submit necessary documents if any which cannot be uploaded online 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. 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.

7. **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.

M. GST Compliances

Annexure-VIII

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

N. DETAILS OF VENDOR**ANNEXURE-IX**

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	

O. ANNEXURE – X**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

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.

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.

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.

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.

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.

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.

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.

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:

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.

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:

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

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.

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.

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.

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 has 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.

P. CPPP DECLARATION Annexure -XI**BIDDER TO SUBMIT ON THEIR LETTER PAD**

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

Dated

I/We, M/s,
address....., hereby declare that
I/We are registered as MSE supplier and have registered our Udyog Aadhar Memorandum
(UAM) Number.....on Central Public Procurement Portal (CPPP).
Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim
through CPPP.

I/We hereby also declare the following: -

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