



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

NOTICE INVITING TENDER

Bid No. GEM/2024/B/_____ dated 11.11..2024

Due date of Tender: 25.11.2024 at 16:00 hrs.
Opening of Price Bid: 25.11.2024 at 16:30 hrs.

Online Two packet GeM-Tender is invited for “Hiring of vehicle” at our Taloja Plant for a period of 12 months from January, 2025 to December, 2025 extendable by further 12 months with mutual consent through GeM Portal.

The bidder should be registered on GeM Portal for participation in the Tender.

Contact details:-

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	GeM Portal
Contact Persons: 1. Mrs. Amanda Couto Mob.9892683879 Land Line No.022 66258208 Email: amanda.c@balmerlawrie.com	Contact Details: Email: helpdesk-gem@gov.in Toll Free Numbers: 1800-419-3436; 1800-102-3436

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 packet GeM-Tender is invited from service providers for "Hiring of Vehicle" at our Taloja Plant as per detailed specification contained in Annexure I of this tender. for
2. **Please Refer to Annexure – I for detailed Scope of Service**
3. The tender is invited in **Two packet System**. The tender document consists of **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

5.1 Due date for submission of bids: 25.11.2024 at 16:00 hrs.
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All Bids are to be completed and to be submitted online 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. 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.

7. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – Scope of Service
- E. Annexure II – Prequalification Criteria
- F. Annexure III – Price Bid
- G. Annexure IVA & IVA – Code of Conduct of Vendors & Bank Details for SWIFT/RTGS Transfers

- H. Annexure V – Draft (Format for “Bank Guarantee for Security Deposit.”)
- I. Annexure VI A & VI B – GST Compliances & Vendor Details
- J. Annexure VII – Addresses of Balmer Lawrie IP plants
- K. Annexure VIII CPPP Declaration
- L. Annexure IX - Procedure for 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.

8. 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 which are not uploaded online.

9. Late Bids

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

10. Bid Validity

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

11. Bid Rejection Criteria

A bid may be rejected if,

The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.

- i. Conflict of interest between the bidder and the Company is detected at any stage.
- ii. 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- VIA 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.

12. 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.

13. Complete Scope of Service

The complete scope of service 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.**

14. 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.**

15. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as per **Annexure III** in the GeM 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.

B. SPECIAL TERMS & CONDITIONS

1. Earnest Money Deposit (EMD)

Earnest Money Deposit {EMD} of Rs 10000.00 (Ten Thousand only) 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 Work order placed on them. EMD will carry no interest. Linking earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture in the event of:

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

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED EXCEPT FOR MSME/NSIC REGISTERED BIDDERS.

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

2. 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 15 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.

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

3. Payment Terms:

Our payment terms are as follows:

Payment for the service provided will be made within 10 days from the date of receipt of the material or bill whichever is later

Taloja	Ms. Rekha	9867420162	rekha.rr@balmerlawrie.com
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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.

4. Award of Contract –

Contract will be awarded to the L1 quoted bidder.

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

5. Period of the Contract :

The Contract if any awarded against this tender will be valid for 24 months (**January, 2025 to December, 2025**) **extendable for further 12 months with mutual consent.**

6. Liquidated Damages

In case, the successful bidder fails to provide the vehicle 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 non placement of vehicle subject to a maximum of 10% of the total value of the particular batch of material.

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 Service

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

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. 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.

6. 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.

7. Delays

7.1 Delay in Bidding

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

7.2 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. 5.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

13. Arbitration

- a) 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.

ANNEXURE - I

D. SCOPE OF SERVICE

HIRING OF MID SIZED PUBLIC VEHICLE MUV NON A/C) WITH DRIVER HAVING COMMERCIAL NUMBER PLATE [YELLOW/BLACK]. [ERTIGA / BALERO / TRAVERA / SCORPIO OR ANY VEHICLE OF SIMILAR TYPE]

CAPACITY - SIX SEATERS [EXCLUDING DRIVER]

MODEL - YEAR 2020

PERIOD OF CONTRACT : JANUARY, 2025 TO DECEMBER, 2025 [Extendable for further 12 months with mutual consent].

Scope of Work

Sr.No.	Job
1	The Vehicle will be required 12 hours [Tentatively from 10.00 AM to 10.00 PM]. Please note the timings may vary as per requirement.
2	Vehicle will start from Navi Mumbai/Mumbai/Thane and other pick up point as per given instruction and daily pick/drop off Employees from Kharghar/ any pick up point on the way to plant
3	During office working hours, pick up and drop service to be provided as per requirement to staff, Service Engg/technician or any other authorized persons of the Company.
4	Providing services for sending out spare parts, material to the vendors/customers and also pick up and drop of material from the vendors/customers to BL. The weight of the material will not be more than 500 kgs at a given time.
5	Providing service for submission/collection of cheques, documents etc from respective department, offices, agencies, customers etc
6	In case of emergency, vehicle will be used for taking the injured person for hospitalization.
7	The declaration should be part of the Prequalification failing which the Bid will not be accepted.
8	Before placing vehicle, bidder need to provide the vehicle details and the vehicle should be owned by bidder or attached vehicle with necessary supporting documents to be submitted.
9	During the contractual period, if the bidder wants to change the vehicle, required documents will have to be submitted well in advance.

ANNEXURE – II

E. PREQUALIFICATION CRITERIA – [A]

BIDDER WILL HAVE TO SUBMIT DECLARATION OF VIST TO OUR TALOJA PLANT AS PER THE ATTACHED FORMAT :-

To,

**M/s Balmer Lawrie & Co. Ltd.
SBU Industrial Packaging,
5, J N Heredia Marg,
Ballard Estate,
Mumbai – 400 001.**

DECLARATION

Bid No.

Date

We M/s _____ had visited Taloja Plant to understand all the ground realities/modalities pertaining to hiring of vehicle as per Plant's requirement.

We adhere to all the terms and conditions mentioned in the GeM Tender/ Gem SLA / Scope of work.

Representative of Balmer Lawrie

Representative of Bidder

Name :

Name :

Signature :

Signature :

PREQUALIFICATION CRITERIA – [B]

S.NO.	DESCRIPTION	DOCUMENTS TO BE PROVIDED
1.	The bidder will have to submit Declaration of visit to our Taloja Plant as per the prescribed format.	Annexure - II
2.	Should have the following order for providing Hiring of Vehicle in the last seven years and should meet either of the following criteria :- [a] 3 similar orders costing not less than the amount equal to Rs.7.30 lacs [b] 2 similar orders costing not less than the amount equal to Rs.9.12 lacs [c] 1 similar order costing not less than the amount equal to Rs. 14.60 lacs	Copies of Purchase Orders to be attached.
3.	Company's Permanent Account No. [PAN No.]	Copy of Certificate
4.	GSTIN Registration No.	Copy of Certificate

Annexure -II [C]

Calculation of extra hours

Extra hour = 0.4 x Monthly Package cost / 320 hours

Calculation of extra kms

Extra kms = 0.3 x Monthly Package cost / 2500 kms

Price Variation Clause:

As per price variation clause of GeM SLA, any increase/decrease in price with respect to price at the time of tendering shall be paid to the supplier as per below formula -

(Current Fuel Price – Fuel at the date of signing agreement)

Fuel hike surcharge calculator = ----- x km utilized

Mileage of the vehicle

Current Diesel Price – Rs.54.59

Current Petrol Price – Rs.76.14

Note: Fuel hike charges shall be paid only for an increase in fuel price greater than Rs.5 against the fuel price at the time of Tendering.

References:

Diesel /Petrol price –

<https://www.mypetrolprice.com/petrol-price-in-india.aspx?statelId=20>

TYPE OF VEHICLE

- a. The Vehicle should have valid registration for commercial use.
- b. The Vehicle offered should not be more than 5 years old at any given point during the contract period and with a maximum run of 75,000 kms.
- c. The Vehicle offered should be registered or attached in the name of bidder participating in the tender
- d. The Vehicle offered in the tender should have valid comprehensive insurance, valid PUC Certificate, Fitness Certificate issued by RTO, on the date of tendering.
- e. The Vehicle should be services as per OEM's specifications and a Service Book should be available wherein details of services availed should be mentioned.

ROLE OF DRIVER

- a. Driver engaged by the contractor must hold valid commercial license for driving passenger vehicle since last 10 years.
- b. The contractor must provide clean uniform with shoes to the Driver, but under no circumstances Balmer Lawrie Logo or name should be displayed on the uniform.
- c. The Driver must be covered under ESI scheme. In absence of ESI coverage, the contractor must take insurance policy covering risks similar to ESI Scheme.
- d. As per the Road safety guideline, the Driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.
- e. The contractor must provide an undertaking that the Drivers provided by him do not suffer from colour/night blindness along with the tender.**
- f. Driver will not be allowed to drive under the influence of any intoxicant or Liquor.

ROLE OF THE SERVICE PROVIDER

- a. The service provider must submit name, address, copy of Driving License and police verification report of the driver engaged. Driver should not be changed without prior approval of Balmer Lawrie and the documents as stated above of the new Driver should be made available to the Company before such deployment. All statutory compliance with respect to the driver engaged should be complied.
- b. The service provider must indemnify Balmer Lawrie against any liability arising out of the operation of this contract and for which Balmer Lawrie is not responsible and for this purpose service provider must submit suitable indemnity bond acceptable to Balmer Lawrie.
- c. The service provider must provide for fuel, lubricants and consumables including repair, statutory payment, etc. and he will be responsible for proper upkeep and regular servicing of the hired vehicle.

- d. The service provider must ensure that the log book is signed by the user.
- e. The service provider must be the owner of the Vehicle/ attached vehicle with consent from the original owner bearing Commercial Registration
- f. In case of breakdown of Vehicle under contract, the contractor should arrange for replacement of similar type of vehicle immediately. In case the contractor is not able to provide such replacement, Balmer Lawrie can hire vehicle from market and the amount paid/payable on account of such hiring will be recovered from the service provider.

PENALTIES

Sr.No.	Details	Penalty in Rs per instance
1	Late arrival beyond 30 minutes 1 st Instance 2 nd Instance 3 rd Instance	 Rs.100.00 Rs.200.00 Rs.500.00
2.	Uncleanliness of Vehicle 1 st Instance 2 nd Instance 3 rd instance	 Rs.250.00 Rs.350.00 Rs.500.00
3.	Driver poor knowledge of routes/bad behaviour/irresponsible/unsafe driving – 1 st Instance. 2 nd instance	 Rs.250.00 Replacement to be sought immediately after 1 st instance
4.	Inappropriate attire/unclean uniform of Driver 1 st Instance 2 nd Instance 3 rd Instance	 Rs.100.00 Rs.200.00 Rs.500.00
5.	Break Down of Car 1 st Instance	Rs.250.00
6.	Recurrent malfunction of car	Rs.1000.00
7.	Improper maintenance of log book 1 st Instance/2 nd Instance/3 rd instance	100 / 200 / 500
8.	False/inflated claims detected	Rs.100.00
9.	Misbehaviour, drunken driving, smoking inside the vehicle, using mobile phone while drive, rash/reckless driving.	Rs.250.00

F. Price Bid Format

Annexure III

**HIRING OF MID SIZED MOTOR VEHICLE SUV (A/C) WITH DRIVER HAVING
COMMERCIAL NUMBER PLATE [YELLOW/BLACK]
[ERTIGA / BALERO / SCORPIO OR ANY VEHICLE OF SIMILAR TYPE]
MODEL – YEAR 2020 OR LATER.**

Sl. No.	Description (Hiring of Taxis on Monthly basis)	UOM	Unit rate (Rs.)
1.	A) Rate per month alongwith Driver (Minimum 2500 KM/MONTH)	MONTH	
2	A) Rate/hour for extra hours beyond 320 hours a month of for working on holiday [extra hour = 0.4 x Rate per month/320]	Hour	
	B) Rate/KM for extra km beyond 2500 kms [extra kms = 0.3 x Rate per month/2500]	KM	
3	Rate for night halt to driver for overnight stay	Night	

Note :

- **L1 will be determined on the basis of rate quoted for Sr.No. 1.**
- **Taxes extra as applicable from time to time.**

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

G. Annexure-IVA

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 labor

- 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.

ANNEXURE IVB

BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	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	SCBL0036046
	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	222-0-526803-6
5	L. Vendor's e mail id	

ANNEXURE- V

(To be provided by successful bidder only)

H. 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 to as “the said Tender”) for the Hiring of Vehicle 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 respects, 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 - ANNEXURE-VI A

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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE VI B – DETAILS OF VENDOR

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	

J. ANNEXURE VII

ADDRESS OF BALMER LAWRIE - TALOJA:

**Balmer Lawrie & Co Ltd,
SBU - Industrial Packaging
G 15, 16, 17, MIDC,
Taloja,
District – Raigad (Maharashtra) – 410 208**

K - ANNEXURE – VIII

CPPP DECLARATION

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].

L. Annexure – IX

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 gem procurement website i.e. <https://gem.gov.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

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requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

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

- ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

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

C. Limitation of Liability

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

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/or
 - (ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

D. Miscellaneous Conditions:

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

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

E. Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;

- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

F. Personal Information

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

Helpdesk

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

G. Payment Gateway Disclaimer

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

H. General Terms and Conditions -

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

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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.

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