



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

SINCE 1867 www.balmerlawrie.com

SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 – 66258208/66258209
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1854 dated 28.04.2021

Due date of Tender: 10.05.2021 at 16:00 hrs.
Opening of Technical Bid: 10.05.2021 at 16:05 hrs.

Online Two Bid e-Tender are invited for “Hiring of mid sized Motor vehicle (Sedan Non A/c) **Four Seaters** model of 2016 or later with Driver” on monthly hire basis for a period of **One year** [extendable for further period of one year with mutual consent] for Official use at our Industrial Packaging Plant at Chittoor (Andhra Pradesh)) through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.in>

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

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20 th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Mr. Tushar Ingale Mobile -9769015541 Email id – ingale.td@balmerlawrie.com 2. Smt Amanda Couto – Mob- 09004002269, 022 66258208, email ID: amanda.c@balmerlawrie.com	Contact Persons: 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) ritu.patil@c1india.com 2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday- Satday) 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644 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

Seal & Signature of Tenderer

1. Introduction

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

A. Instructions for bidders

1. Please refer to Annexure-II for detailed Scope of Work.
2. Two bid [Pre- Qualification Bid and Price Bid] Tenders are invited from Contractors who meet the Pre-Qualification criteria for Hiring of Motor vehicle as per detailed Scope of Work contained in Annexure II of this tender for our plant at Chittoor.
3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification Bid and Price Bid.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification bid can be submitted only after the online bid submission.
5. Important points to be noted

5.1 Due date for online bid submission 10.05.2021 at 16:00 hrs 5.2 Online Pre-Qualification bid opening 10.05.2021 at 16:05 hrs
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All Bids are to be completed and returned in accordance with tender requirements within the tender due date as mentioned.

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

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**" **BL would be the Purchaser/Owner for the tendered item.**

The successful bidder will be the Service Provider.

This document is the Tender.

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

6. Earnest Money Deposit (EMD)/ Security Deposit – As per Clause no. 1 & 2 of the Special Terms & Conditions of this Tender document.

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

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

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

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

Response from BL 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 subsequent Tenders.

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

8. Format of Tender Document

Tender Documents consist of:

Sr.No.	Contents		Annexure
A.	Instruction for bidders	1 to 5	
B.	Pre-Qualification Criteria [Unprice Bid]	6	I
C.	Scope of Work	7	II
D	Special Terms and Conditions	8 to 12	III
E	General Terms and Conditions	12 to 14	IV
F	Type of Vehicle	15	V
G	Role of Driver	16	VI
H	Role of Service Provider	17	VII
I.	Details of Penalties	18	VIII
J	GST Compliance	19	IX
K	Details of Bidder	20	X
L	Details of Driver	21	XI
M	Price Bid	22	XII
N	Address of the Plant	23	XIII
O	Bank details for SWIFT/RTGS Transfers	24	XIV
P	Conditions for online bid submission	25 to 26	XV
Q	Code of Conduct	27	XVI
R	Format of Bank Guarantee for Security Deposit	28 to 29	XVII
S	(a) Local & Import Content Certificate (b) Bid Security Declaration (c) Restrictions on Ground of Defense of India and National Security. (d) CPPP Declaration	30 to 31 32 to 33 34 35	XVIII
T	List of designated Officers responsible for releasing payment	36	XIX

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.

9. Late Bids

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

10. Bid Validity

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

11. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not meet the pre-qualification criteria and non submission of supporting documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. **Bidders registered under GST have to provide GSTN Reg copy and Bidder who is not liable to get registered under GST has to give Declaration for the same, as per Annexure- XVIII{d}**
- v. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

12. Clarifications

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

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

13. Opening of Price Bid

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification Criteria as set by BL shall only be opened.

14. 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.

15. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from scope of work, as given in the Tender Document-Annexure – II, would invite immediate dis-qualification from further consideration of the bid.**

16. 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.**

17. Preparation and submission of Tender Documents

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

a. Pre-Qualification Bid

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure I.

b. Price Bid (Annexure XII is Price Bid)

SBU: Industrial Packaging

The lowest bidder will be decided on the basis of rate quoted in Sr.No. 1 of our Price Bid in Indian Rupees, for the service mentioned in the scope of work and as such it would be in the interest of the bidders to quote their most competitive price.

Negotiations, if held, will be only with the lowest bidder.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

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

- c. After submission of bid online, the bidders are requested to submit hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**
- d. Only those bidders who meet the Pre-qualification criteria will be considered for opening of the Price Bid.**

B. Pre – Qualification Criteria [Unpriced Bid]

ANNEXURE I

Clause no	Description	Documents required
A	The bidder shall have atleast three years (to be considered from 01/04/2016) experience in the job of providing passenger car on rental basis	PO copy in Bidder's name (date of PO should be from 01/04/2016 or before).
B	The Passenger vehicle offered for hiring should not be more than 5 years old at the time of contract period with excellent condition and with a maximum run of 50,000 KMS	RC book / Insurance Documents.
C	Driver engaged by the service provider must hold a valid commercial Driving License for driving passenger vehicle since last 5 years	Copy of Driving License of the Driver.
D	The bidder should not be blacklisted by any PSU/Govt. Dept/Agencies	Self declaration duly signed by Authorized Signatory
E	The bidder should not be Employee of Balmer Lawrie or his/her family members [Family as defined in BL policy] or a retired employee of BL who has not completed 2 years after retirement.	Self declaration duly signed by Authorized Signatory
F	All the pages of the tender document should be signed as a token of acceptance of the terms & condition as set forth	Signed copy of the tender document
G	Declarations a) Local and Import Content Certificate b) Bid Securing Declaration c) Restriction on ground of Defense of India and National Security d) CPPP Declaration	Self-Declaration from bidder on Companys letterhead as per Annexure- XVIII

Annexure-II

C. SCOPE OF WORK

HIRING OF MID SIZED MOTOR VEHICLE SEDAN NON A/C) WITH DRIVER HAVING COMMERCIAL NUMBER PLATE [YELLOW/BLACK].

[DEZIRE / INDIGO / ETIOS / VERITO OR ANY VEHICLE OF SIMILAR TYPE]

MODEL - YEAR 2016 OR LATER

PERIOD OF CONTRACT : JUNE, 2021 TO NOVEMBER, 2021

Scope of Work

Sr.No.	Job
1	Starting & End point of the vehicle shall be : "RTC Bus Stand Chittoor in and around 2 kms", to 62 Patnam Vill & Post, Aragonda Road, Chittoor 517131.
2	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.
3	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.
3	Providing service for submission/collection of cheques, documents etc from respective department, offices, agencies, customers etc
4	In case of emergency, vehicle will be used for taking the injured person for hospitalization.

D. SPECIAL TERMS & CONDITIONS

1. Earnest Money Deposit (EMD)/BID BOND

EMD is not applicable to this tender. Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per Annexure – XVIII(b)

2. Security Deposit (SD)

Security Deposit amount of 3% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001.

The Security Deposit to be submitted within 10 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.**

In case of non-submission of security deposit within 10 days of receipt of order, the payment shall be made within 30 days from the date of receipt of the material or security deposit whichever is later.

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

- The Security Deposit will not bear any interest.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- EMD of the successful bidder will be adjusted in Security Deposit.

- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to provide service as per tendered job during the contract period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.
 - If the performance of the bidder is found to be unsatisfactory.
- * The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.
- * **Payment of services rendered made will be released only after receipt of Security Deposit.**

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

3. **Payment Terms:**

Monthly payment shall be released only on the basis of actual running verified by the Officer of the Company within 15 days from the date of submission of the monthly bill. TDS would be deducted at the prevailing rates time to time from the monthly running bill.

Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

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

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

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

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

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

4. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.
5. **Period of Contact**
June, 2021 to November, 2021
6. Tender Evaluation - The lowest bidder will be decided on the basis of rate quoted in Sr.No. 1 of our Price Bid in Indian Rupees, for the service mentioned in the scope of work.
7. **Risk Purchase**
In case services are not effected as per given schedule,, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.
8. **Award of Contract**
BL shall place the Purchase order on the Lowest Quoted Bidder on the basis of rate quoted in Sr.No. 1 of our Price Bid and as such it would be in the interest of the bidders to quote their most competitive price.
Negotiations, if held will be only with the lowest bidder.
During negotiations or in the revised offer only downward revised rates shall be valid for considerations.
The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.
9. The rate quoted should remain fixed during the period of contract.
10. Bidders registered under GST has to provide GST Reg copy and Non Registered GST vendor (Turnover <40Lacs) has to give declaration for the same, as per Annexure XVIII(d)..
11. Generally Vehicle will not be sought during Holidays and Weekly off or for outstation travelling. However, in case of exigency, vehicle may be required to be provided on Holidays and weekly off or outstation travel. Contractor should quote separately for the same as provided in the Price Bid. However, KM travelled during holidays / weekly off / outstation travel shall be considered as part of minimum guaranteed running. Log sheet must contain full details of use of the vehicle on all days including closed days.

12. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
13. **Engine Oil/Gear Oil/wear and tear parts and complete vehicle maintenance for smooth running of the vehicle will be on contractors account.**
14. RC Book of the vehicle is preferred to be in the name of the bidder/Proprietor of the firm, if not, consent letter from the original owner to be submitted for engagement of the vehicle for the full time period.
15. The driver running the car should have valid driving licence and the vehicle should be registered with concerned authorities of Central/State Government (RTO). At any point of time, the vehicle should carry valid road permit (tourist), pollution control certificate, necessary insurance policy papers. All above statutory requirements to be carried out by the person/contractor to their own account.
16. Vehicle should carry 2 kgs ABC Dry Powder Fire Extinguishers and should be refilled before expiry.
17. **The normal duty hours of the driver will be 10 hours and beyond 10 hours extra charges will be payable. The vehicle may be used on holidays/weekly off days. Total km/day will be calculated considering starting point from RTC Bus Stand in and around 2 kms, Chittoor to ending point at Balmer Lawrie Factory at 62 Patnam Vill & Post, Aragonda Road, Chittoor 517131.**
18. You will have to provide an experienced driver and the driver should be covered by adequate accident insurance policy. In the event of any accident causing personal injury to the driver or the vehicle, the Company will not be liable for payment of any compensation/claims whatsoever.
19. The vehicle shall be kept neat and clean and in perfect running condition provided with basic amenities like neat and clean upholstery. Regular servicing and maintenance of the vehicle as required as well as replacement of parts, if required, will be to contractors account and will be carried out by the contractor.
- 20.1 The driver must observe all the etiquette and protocol while performing the duty. He must be neatly dressed in uniform and well behaved. He must carry a mobile phone in working condition, for which, no separate payment shall be made by the Company. He must be polite at all times and follow road safety rules and norms.
21. A daily record indicating time and mileage for the vehicle shall be maintained separately in a log book and he has to obtain the signature of users against each entry. At the end of the month, copy of the relevant pages of the log book to be submitted alongwith the bill.
22. The cost of fuel, lubricants and consumables including repair, statutory payment etc will be to contractors account. The contractor will be responsible for proper upkeep and regular servicing of the hired vehicle.
23. Toll, Parking charges if any will be reimbursable on production of certified documentary evidence.
24. Fines, penalty, interest, etc. charged for violation of traffic rule will not be paid by BL under any circumstances.
25. No extra manpower/employee will be provided for delivering any material, document, spare parts, etc.
26. Any accidental damage to the vehicle/driver while performing official duty to be taken care by the successful contractor.
27. In the event of the award of the tender and prior to execution of the contract, the successful contractor shall be required to submit copies of the Registration Certificate and comprehensive

Insurance Policies of the vehicle being offered for hire and particulars with photograph of the driver dedicated to the vehicle.

28. No fresh conditions apart from those mentioned above will be accepted. Tenders with conditions will be treated as rejected.
29. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such bidders who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.
30. The quoted rate should remain firm during the terms of the contract.

Escalation/de-escalation in the fuel price will be provided by the Company with a minimum increase/decrease of Rs.1/- per ltr as per Company's formula which is as follows :-

Increase in cost (Rs./km) = Revised fuel price (-) Current fuel price (/) fuel efficiency (km/ltr)
(assuming fuel efficiency of the vehicle provided is minimum 10 km/ltr).

Decrease in cost (Rs./km) = Revised fuel price (-) Current fuel price (/) fuel efficiency (km/ltr)
(assuming fuel efficiency of the vehicle provided is minimum 10 km/ltr).

Toll Tax: shall be reimbursed at actual against documentary evidence.

31. BL can terminate the contract during the contract period giving 90 days notice without assigning any reason whatsoever.

32. HSE Clause

A	DRUG FREE WORKPLACE All Contractor employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any time in BL's workplace or during hours of employment. Contractor's employees are expected to report to work free from the influence of illegal drugs and to remain free from such influence while on BL's premises or while performing any work for BL off premises. If any Contractor employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Contractor (including, but not limited to , unpaid suspension and termination). In addition, Contractor is required to report such activities to BL authorities immediately on detection of such event.
b.	ALCOHOL-FREE WORKPLACE Contractor employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Contractor employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Contractor.
c.	SMOKE-FREE WORKPLACE For the health, safety and protection of all employees of BL as well as Contractual employees, smoking is not permitted anywhere in BL's premises, including but not limited to the lobbies, elevators, stairwells, corridors, restrooms, lounges, public areas, and all other building/plant spaces.
D	The front and rear seat belts must be operational.
E	The vehicle should have valid insurance & PUC certificates at all point of time.
F	The body of the vehicle should be of sound construction.
G	The driver provided should be defensive driving trained personnel.
H	The driver should be formally dressed with shoes during duty hours.

33. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company during the contract period. The Company may forward the bidder any such claim demand or complaint made by any other person against the Company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

34. Addition/alteration of Tender document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept / reject a tender without assigning any reasons.

Annexure-IV

E 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 work

Scope of work for the tender shall be as mentioned in Annexure II.

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

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

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 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 90 days notice without assigning any reason, whatsoever.

Upon receipt of said termination notice, the bidder shall stop supply/service accordingly.

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. Arbitration

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

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

F. 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 50,000 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.

Annexure-VI

G. 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.

Annexure-VII

H. 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.

Annexure-VIII

I. 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

ANNEXURE IX

J. GST Compliances

- [1] GST Registered Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-X attached. Vendor not liable to registered under GST (Turnover <40Lacs) has to provide declaration of the same.
- [2] Registered GST 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] Registered GST Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Registered GST Vendors are required to raise invoice as per the GST tax structure.
- [5] Registered GST 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.
- [8] GST related above mentioned compliance will be not be required to be complied by Unregistered GST vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

K. DETAILS OF THE BIDDER

ANNEXURE-X

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 (If Applicable)	
20	HSN/SA Code for Supply/Service (If Applicable)	
21	GST rates (in %) applicable for Supply/Service to be provided. (If Applicable)	
22	Composition Scheme Applicable (Yes / No)	
23	Proof of GSTIN Registration No. per state [From GSTN website] (If Applicable)	
24	Vendor's GSP name [GST Suvidha Provider's] (If Applicable)	
25	Exemption No. (If Applicable)	
26	Exemption Percentage (If Applicable)	
27	Exemption Reason (If Applicable)	
28	Exempt From (If Applicable)	
29	Exempt To (If Applicable)	
30	PAN No.	
31	Aadhar Card No.	

ANNEXURE – XI

L. DRIVERS DETAILS

1.	Name of the Driver	
2.	Licence Details	
3.	Address of the Driver	
4.	Mobile no. of the Driver	
5.	Aadhar Card No.	
6.	Police Verification Report – Reference No. & Date	
7.	Address of the Previous Employer (If Applicable)	
8.	Medical Report	

M. Price Bid Format

Annexure XII

HIRING OF CAR (SEDAN Car of year 2015 and above model) -

Sl. No.	Description (Hiring of Taxis on Monthly basis)	UOM	Unit rate (Rs.)
1	A) Rate per Km along with Driver for 10 hrs (April to July) (Minimum <u>2400</u> KM/PM)	KM	
	B) Rate per Km along with Driver for 10 hrs (August to March) (Minimum <u>1600</u> KM/PM)	KM	
2	A) Rate/hour for extra hours beyond 10 hours a day of for working on holiday	Hour	
	B) Rate/KM for extra km beyond 10 hrs of duty or for working on holiday	KM	
3	Rate for night halt to driver for overnight stay	Night	

Note :

- **For provision of vehicle on Holiday & Outstation Travel and duty beyond 10 hours, higher of Sr.No. 2(a) & Sr.No. 2(b) will be paid. No extra amount is payable to Driver for working on Holiday or where no night halt is involved in case of outstation travel (same day return).**
- **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	

ANNEXURE – XIII

N. ADDRESS OF BALMER LAWRIE PLANT

**Balmer Lawrie & Co Ltd,
Industrial Packaging
62, Patnam post & Vill
Thavanampalli mandal
Araconda Road,
Chittoor -517131, AP**

ANNEXURE - XIV

O. 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	Vendor's e mail id	

ANNEXURE - XV

P. CONDITIONS FOR ONLINE BID SUBMISSION

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

Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- High Speed Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

Procedure for Bid Submission

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

Registration with e-Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Tirtha Das, Mob 9163254290 email - tirtha.das@c1india.com
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – tuhin.ghosh@c1india.com
3. Mr. Partha Ghosh, Mob 8811093299 email – partha.ghosh@india.com
4. Mr. CH Mani Sankar, Mob 8939284159 email – chikkavarapu.manisankar@c1india.com
5. Ms. Ujwala Shimpi, Landline (022)66865608 email – ujwala.shimpi@c1india.com

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1.Shri Tushar Ingale, Mob. 9769015541 Land Line No.022 66258209

e.mail: ingale.td@balmerlawrie.com

2.Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:

amanda.c@balmerlawrie.com

Digital Certificate authentication:

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

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

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.

Submission of Hard copies:

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

Disclaimer Clause

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

Q. CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.

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- XVII

(To be provided by successful bidder only)
R. Proforma of the Bank Guarantee
(Security Deposit – 3% 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 providing service of rental car 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 al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

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:

Annexure –XVIII(a)

S. Purchase Preference to Make in India and MSE Supplier-

1. Purchase Preference under Public Procurement (Preference to Make in India) Order:

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

“Margin of purchase preference” means the maximum extent to which the price quoted by a *Class-I local supplier’ may be above the L1 for the purpose of purchase preference.

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, full quantity will be awarded to L1.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest
- If Class-I local supplier matches L1 price the contract will be awarded to them.
- In case none of the Class-I local suppliers are able to match the L1 price, then the contract will be awarded to the original L1 bidder

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020.

DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

I/We,M/s.....,address.....

....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

Domestic Content(%) –

Imported Content (%)–

It is also declare that the value addition for the material supplied/ to be supplied is made at following locations:

a).....

b).....

c).....

d).....

Authorized Signatory,

2. Purchase preference for MSE supplier:

As per the purchase policy set by Government of India for Government and PSU organizations (25% of the tendered quantity shall be allowed to be supplied by participating MSEs), 4% out of this 25% of tendered quantity to be reserved for MSE vendors owned by SC/ST and 3% out of this 25% the tendered quantity to be reserved for Women entrepreneur provided they match the L1 rates.

As this is a non-divisible tender, an MSE quoting in the price band L1 +15 % may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned.

ANNEXURE – XVIII(b)

BIDDER TO SUBMIT ON THEIR LETTER PAD –

“BID SECURITY DECLARATION”

Dated

We _____ (Name the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period of two years or the contact period whichever is later

Authorized Signatory,

Restrictions on Ground of Defense of India and national Security:

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any

other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

ANNEXURE – XVIII(C)

DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD FOR RESTRICTIONS ON GROUND OF DEFENSE OF INDIA AND NATIONAL SECURITY

Dated -

We _____ (Name the bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that this bidder is not from such a country and is eligible to be considered.

Authorized Signatory,

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 / proprietor is a female – Yes / No [Kindly tick the appropriate category].

ANNEXURE – XIX

**T. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING
PAYMENT**

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

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

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

**Company Authorized Signatory
(Seal & Stamp)**