



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001. Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Public E-Tender for Transportation of MS Empty Tight Head & Open Head Barrels by road from our plant located at Silvassa (Dadra Nagar & Haveli) to our customers at various destinations.

Conducted at Balmer Lawrie e-Procurement Portal: <https://balmerlawrie.eproc.in>

Balmer Lawrie & Co. Ltd., Industrial Packaging invites Online bids from resourceful and reputed transporters (registered in Balmer Lawrie Web Portal) having Suitable **Trucks** for carrying out Transportation of Empty MS Barrels of **210Ltrs to 235 Ltrs.** nominal capacity with dimensions **600mm Ø x 900mm height to 600mm Ø x 1000mm height** and weighing approximately 15Kgs. to 25Kgs. by road from, **Industrial Packaging, survey no 23/1/1 Khadoli, Silvassa-396 230 (DN&H) to various customers located in and around Silvassa, Gujarat, Maharashtra & Other regions** for the period **from October 2018 to Sept 2020 (Two Years) extendable for 2 years with mutual consent at the sole discretion of BL.**

1. SALIENT FEATURES OF THE TENDER:

- i. **Pre- Qualification Criteria for bidders**
- ii. **Tender Category – Two Bid Tender [Un priced Bid & Price Bid]**
- iii. **Tender Type – National Competitive e-Bidding under Reverse auction basis**
- iv. **Evaluation Type - Item-wise: Prices are compared at individual item level.**
- v. **Payment of Earnest Money Deposit / Security Deposit**
- vi. **Price Escalation / De-Escalation on increase/decrease of HSD price.**

2. TENDER DETAILS

Tender Documents comprises two parts viz. **Part-I (Un-priced & online price bid)** and **Part-II (On line through Reverse Auction).**

The **Un-priced Part** consists of Pre-qualification Criteria, Details of Bidder, Notice Inviting Tender, EMD/ SD Payments Conditions of Contract & the Priced Part consists of details of Destination and Estimated Requirement. Further the Online Bid to be submitted along with Pre-qualification criteria.

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Shri N.D.Yadav, Mob: 8879294183 Land Line : 022 6625 8191 e.mail Yadav.nd@balmerlawrie.com	Contact Person 1. Mr.Tittha Das. Mob.09163254290 e.mail- tirtha.das@c1india.com 2 .Mr.Tuhin Ghosh, Mob.08981165071 e.mail- tuhin.ghosh@c1india.com 3. Mr.CH. Mani Sankar ,Mob.08939284159 e.mail- chikkavarapu.manisankar@c1india.com 4. Ms. Ujwala Shimpi, Land No 022 66865608 Email – ujwala.shimpi@c1india.com

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



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Further, **only the Price-Bid of technically qualified transporters who meet the pre-qualification criteria as mentioned in the tender will be opened and will be allowed them for further participation in Reverse Auction process.**

The transporters have to register themselves with our service provider **M/s. C1 India Pvt. Ltd.**, prior to participating in the tender as per guidelines provided under “**Conditions for Online Bid Submission**” in the last page.

Any clause defining offline bid submission in the tender document shall not be considered. For any clarifications please contact **Mr Nayan Yadav (Dy. Manager –SCM) Ph No. 022-66258191 Mobile : 08879294183.**

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

A. TENDER SUBMISSION

The bidders are requested to submit the originals of Demand Draft (DD) towards EMD, Security BG as per Annexure V (if applicable) and other supporting documents to the tender inviting authority before opening of un-priced bid

The bidder shall invariably furnish the original DD to the tender inviting authority before opening of un-priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt.

The bidder 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. M/s. Balmer Lawrie & Co Ltd & M/s. C1 India Pvt. Ltd., are not 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.

All correspondence shall be addressed to the office of **Chief. Manager [SCM], M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, 5, J.N.Heredia Marg, Ballard Estate, Mumbai-400001.**

3. TENDER BASE INFORMATION		
a.	Tender No.	: 0100PE1138 dt.09.07.2018 due on 30.07.2018.
b.	Tender Title	: Transportation of capacity up to 235 ltrs capacity MS Empty Tight Head & Open Head Barrel by road in Suitable Trucks from Industrial Packaging, Silvassa to our various customers located in & around Silvassa, Gujrat, Maharashtra & Hyderabad.
c.	Tender Description	Transportation of 235 ltrs /200 kgs capacity MS Empty Tight Head / Open Head Steel Barrels of 200Ltrs. nominal capacity with dimensions upto 600mm Ø x 1000mm height and weighing approximately 15Kgs. to 25Kgs. by road in from, Industrial Packaging, Silvassa-396 230 to our various customers for the period from October 2018 to September 2020 (extendable for further two years)



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	:	N C B and followed by Reverse Auction
e.	Factory / Division	:	Industrial Packaging, Silvassa (Dadra Nagar & Haveli)
f.	Currency (India Rupees / U S Dollars)	:	INDIAN RUPEES
g.	Section / Sub-division	:	-
h.	Tender Category (Single Bid / Two Bid / EOI)	÷	TWO BID TENDER
i.	Evaluation Type: (Item-wise: Rates are compared at individual item level , Schedule-wise: Rates are compared as groups of similar items)	:	ITEM / LOCATION WISE

4. DETAILS OF EARNEST MONEY DEPOSIT [EMD]			
a.	Payment Level (Tender Level / Item Level)	:	TENDER LEVEL
b.	Currency of payment	:	Indian Rupees
c.	EMD Amount	:	Rs.4,08,000/- (Rupees Four Lakh Eight Thousand only)
d.	Payment Mode	:	Demand Draft / RTGS / NEFT only. Cheque / Cash or any other forms of payment are not acceptable
e.	Payable at	:	Mumbai, in favor of M/s. Balmer Lawrie & Co. Ltd.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

5. PRE- QUALIFICATION CRITERIA

- The bidder shall have minimum of **Five year experience** in goods transport with reputed companies
- Copy of certificate of incorporation / Certificate of Registration / Shop and Establishment Certificate/ any other registration issued by local governing body mentioning bidders name.
 - Self-Declaration regarding experience in goods transportation business for Five Year
2. The bidder should have a **minimum average annual turnover of Rs. 300 Lakhs in the last three financial years [i.e.14-15, 15-16 and 16-17] and the bidder has to submit copies of their companys Balance Sheet / Profit and Loss a/c [or] Business Turnover Statement duly certified by a Chartered Accountant** as documentary proof in support of their business turnover.
- 2.1 **Minimum average annual turnover criteria is relaxed to the extent of Rs. 150.00 Lakhs for bidders conforming to startup Inda Scheme subject to submission of self-attested copy of valid Certificate issued by Department of Industrial Policy and Promotion (DIPP)**
3. The bidder should own **minimum of 35 nos GPS / VTS enabled Trucks suitable** for empty barrel transportation work and the vehicle should not be manufactured prior to **01.10.2002**.
- Bidder having minimum 15 nos owned GPS / VTS enabled suitable trucks are eligible to participate subject to submission of Security Bank Guarantee (BG) of **Rs. 50,00,000/- (Rupees Fifty Lakhs)** at the time of submission of bid as per **Annexure V**. With this BG the bidder assures that the bidder will acquire balance vehicles on or before 01.09.2018 and will produce all the vehicles and supporting documents (**RC Book, Insurance, Permit, Size / Dimension** etc) for inspection by tender inviting authority failing which the BG will be encashed and the bidder shall be barred for 5 years form participating in any tender of Balmer Lawrie & Co. Ltd - Industrial Packaging Division.
- 3.1 The normal carrying capacity of the truck should be approx.200 empty barrels (Vertical Loading). However the minimum capacity should be 180 empty barrels.** The bidder has to provide the details such as copies of **RC Book, Insurance, Permit, Size / Dimension** etc. for the above trucks. The Bidder should provide list of trucks.
- 3.2 Self-declaration to be submitted stating that vehicles offered herein are GPS / VTS enabled.**
- Note- A. **BL reserves the right to verify the authenticity of above claim by way of physical inspection of vehicles at the time pre-qualification**
- B. **The list of trucks given for one tender will not be considered for other future/live transport tender**
4. The bidder shall have executed at least one **single order value of minimum 100.00 lakhs**, or **two order value of minimum 60.00 Lakhs each** or **four order value of 35.00 lakhs each** in the last three financial years [PO copies to be furnished or contract copy along with CA certified ledger copy to be furnished]
- Above criteria is relaxed for bidders registered under Startup India Scheme i.e. one **single order value of minimum 50.00 lakhs**, or **two order value of minimum 30.00 Lakhs each** or **four order value of 17.50 lakhs each** in the last three financial years [PO copies to be furnished or contract copy along with CA certified ledger copy to be furnished]
5. Copy of PAN must be enclosed.

Note-

- Only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid and subsequently shall be allowed to participate in Reverse Auction.**
- Above mentioned Security BG shall be refunded to unsuccessful / successful bidder upon finalization of the contract with successful bidder/s.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

6. UNDERTAKING FROM VENDOR	
a.	We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
b.	We are aware of Price Escalation / De-Escalation clause no. 8 of this tender with respect to increase / decrease in price of High Speed Diesel.
c.	We are aware that the rate quoted by us on “per Barrel Basis” only and the Rate quoted would be exclusive of loading & unloading charge of barrel but inclusive of Toll charges. <u>Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.</u> Also we are aware that the loading and unloading of barrels wherever required has to be done by us and we shall cover the loading/unloading crew with all the necessary statutory coverage such as ESI, PF, Workmen compensation etc. as required.
d.	We would provide suitable trucks for transporting barrel with a minimum carrying capacity of 180 Barrels (for 210Litres Barrels) by VERTICAL loading only.
e.	We are aware that the contract may be extended for a further period of TWO YEARS prior to expiry of the contract at the same terms and conditions on mutual agreement.
f.	We are aware that the estimated tender quantity may be increased / decreased by 20% on mutual agreement.
g.	We are aware that the company may Inter change / transfer the ordered quantity among destinations within the awarded estimated order value of the contract.
h.	We are aware that in the event of failure of any one of the successful bidder to provide the required number of trucks as per company’s requirement, the company shall prune the ordered quantities among destinations to the other successful bidder[s] on mutual agreement.
i.	We are aware of the Penalty & Risk Purchase Clause no. 17 of “Special Terms & Conditions” of this tender, in case of non-performance and failure to place trucks against company’s call ups.
j.	The offer submitted by bidder should be valid for the company’s acceptance for a period of 180 days from the due date of opening of price bid. Company reserved the right to exit the contract with a minimum notice period of three months in case of any unforeseen situation.
k.	The contract if any awarded against this Tender will be valid for a period of TWO YEARS.
l.	We are aware of the HSE clause no. 24 of “Special Terms & Conditions” of this tender and associated non-compliance penalty thereof
m.	We are aware of the Code of Conduct as per Annexure VIII attached with this tender

Stage 1 -Bidding Procedure	
1.	Along with the Pre-qualification bid, transporters have to submit the online Price Bid on e-proc portal (www.C1India.com) as attached in Annexure –II. Prequalification bid along with DD of EMD, Security BG (if applicable), other credentials along with signed & stamped tender document as token of acceptance to be put inside an envelope and to be Sealed prior to submission.
2.	This sealed envelope to be submitted in our Tender Box kept in our Ballard Estate office on or before the due date of submission
3.	Bidders successfully meeting the Pre-qualification criteria will be considered for opening of their Online Price BID.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

4.	Those bidders who meet the pre-qualification criteria will be informed about the date & time of online auction and will be allotted log-in ID and Password to enable them to participate in On-line Reverse Auction.
Evaluation of Bids	
1.	Online Bids shall be used for the initial grading of the bidder. The Bidders will be classified as Provisional L1, L2 etc. from the Online Bid and accordingly allowed to participate in Stage 2 i.e. Online Reverse Auction.
2.	Those bidder/s with highest bid (H1) for any location in the initial online bid stage shall not be allowed to participate in online reverse auction for such locations and hence required to quote their best price at the initial online bidding stage. In case of MSE bidder/s becoming H1 bidder at any destination and the initial rate offered is within 15% price range of provisional L1 rate then such bidder/s will be allowed to participate in online reverse auction.
3.	Bidders not quoting for any location in the initial online bid stage shall not be allowed to participate in online reverse auction for such locations.
4.	The Bidder emerging as lowest bidder in Reverse Auction shall be designated as Final L1 in individual destination basis.
The Final Grading shall be done as follows : -	
1.	If no bid received in Reverse Auction, the Provisional Classification shall be confirmed as Final or re-tendered or cancelled.
2.	If in Reverse Auction the final rate remain same as Provisional L1, then also the same may be re-tendered or cancelled or may be confirmed as final.
3.	If Final L1 in reverse auction is a different Party from Provisional L1", the grading shall be revised hence Reverse Auction L1 will be final L1 , Reverse Auction L2 will be final L2 and so on [Entire Status will be as per Reverse Auction outcome].
Stage 2 –Online Reverse Auction	
1.	Required training will be given by our Service Provider namely M/s C1 India to all the qualified vendors on Reverse Auction prior to auction date.
2.	On-Line reverse bid will be done on each destination wise amount. Any reduction offered during the on-line auction to be done on individual destination wise.
3.	There will be 10 to 12 Groups as given in Annexure – I & II consisting of around 5-8 destination. During On-Line reverse auction at a time all destination under one Group will appear for bidding.
4.	The Start Bid Price and Minimum decrement amount shall be communicated on-line at the commencement of the Reverse Auction
5.	The General Terms & Condition of on-line auction are given in Annexure –III



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

1. AWARD OF CONTRACT

For each of the destination of this tender, the company desires to retain two transporters for operational reasons. The company shall distribute the order in two lots (**Lot – A and Lot – B**) in the ratio of **70:30** subject to the following.

a. The **destination wise Lowest quoted rates would be considered** for arriving at the L1 [Lowest quoted bidder] status

- i. The L1 (Lowest) bidder will be given **Lot-A** and L2 bidder will be given **Lot-B provided L2 bidder agrees to match L1 rate.**
- ii. In the event of, L2 bidder not agreeable to match L1 rate, then L3, L4, L5....etc. in that order shall be given the opportunity to match L1 rate for awarding the Lot-B quantity.
- iii. In the event of L2, L3, L4.... not agreeing to match L1 rate, then the Lot-B shall also be placed (100%) on the L1 bidder.
- iv. In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
- v. **The quantity mentioned is merely indicative** and the company cannot give any commitment
- vi. The decision of the company is final in retaining more than one transporter.

b. The company with mutual consent with the successful bidder

- I. May extend the contract for further period of **TWO YEARS** at the same terms and conditions prior to expiry of the contract.
- II. Decision for extension shall be at the sole discretion of Balmer Lawrie.

C. Balmer Lawrie at its discretion

- I. May enhance / reduce the ordered quantity by **20%**
- II. **May interchange of order quantities among the destinations for individual transporter within the order value.**
- III. In the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement and for such shortfall destinations the company shall **inter change / transfer of ordered quantities among destinations** with / to other successful bidder[s].

8 PRICE ESCALATION / DE-ESCALATION:

- i. The rate quoted by the bidder will be firm throughout the contract period except for escalation / de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).
- ii. Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- iii. Escalation / De-escalation clause shall be applicable only, when the impact of series of diesel price increase / decrease results in accumulated net increase/ decrease of **Rs. 1.00/- per Litre (Rs. One only).**
- iv. Such increase / decrease shall be applicable only for the prospective period from the date, on which the



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

accumulated impact reaches Rs. 1.00 and above.

- v. The formula for escalation / de-escalation of transport charges is as follows:

I] Upto 50 Kms (Ex-Silvassa)

$$0.20 \times \frac{A \times (C - B)}{B}$$

B

II] Above 50 Kms (Ex-Silvassa)

$$0.40 \times \frac{A \times (C - B)}{B}$$

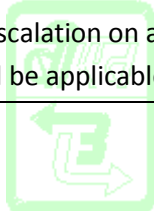
B

A = Base Rate for transportation as per contract.

B = Ruling price of HSD applicable at Silvassa as on date of contract.

C = Revised price of HSD at Silvassa

- vi. A Common * Fuel Factor of 0.20 for distance up to 50KM radius and 0.40 for distance above 50KM radius will be taken into consideration. Fuel factor is the value component of diesel in the rate quoted by the successful bidder expressed as a factor / proportion of the base rate of transportation.
- vii. ** Prevailing lowest diesel price among the oil companies shall be taken as basis for arriving at the price escalation / De-escalation as on the date of opening of the tender.
- viii. The current prevailing diesel price as on **06.07.2018 at Silvassa is Rs 68.35 per Litre.**
- ix. During the contract period no other price escalation on any account will be entertained.
- x. For CNG truck, escalation/de-escalation will be applicable as per formula given for HSD vehicles.





Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

9 SPECIFICATIONS (TECHNICAL SPECIFICATIONS)	
Item Description	210 Litre nominal empty MS Tight Head / Open Head Barrel.
Specifications	<p>1. Empty Steel Barrels of 210 to 235 Litre nominal capacity Tight Head / Open Head with dimensions 600mm \varnothing x 900mm to 1000mm height and weighing approximately 15Kgs. to 25Kgs.</p> <p>2. Vehicle shall be suitable for transporting barrel with a minimum carrying capacity of <u>200 Barrels</u> (for 210 to 235 Litres Barrels) by VERTICAL loading only.</p> <p>3. Vehicle offered shall be of fully containerized type body construction.</p> <p>4. Age of the Vehicle – Vehicles offered should not be manufactured prior to 01.10.2002</p> <p>5. Offered vehicles shall be compliant with prevailing RTO norms.</p> <p>6. Vehicles shall be equipped with Global Positioning system / Vehicle Tracking system.</p> <p>7. The trucks should have absolutely even floor without any protrusions from the sides and with proper rubber beading along the side support angles.</p> <p>8. Truck platform to be free from rust, dents sharp areas and uneven surfaces.</p> <p>9. All the tyres should have proper treads.</p> <p>10. Head lights, indicators and reverse horn to be in working condition.</p> <p>11. All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.</p>
Estimated Daily requirement	20 to 25 no of vehicles are required on daily basis for transporting 4000 to 5000 empty barrels.
10 TENTATIVE QUANTITY	
<p>13,58,850 Barrels (Approx) for One Year.</p> <p>27,17,700 Barrels (Approx) for Two Years. +/- 20%</p>	



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Annexure - I

11 . SCHEDULE OF REQUIREMENT AS DETAILED BELOW.

Destination & Quantity of Empty Steel Barrels to be transported during the period October 2018 to September 2020.

Group – I-A [With in 60Km from Silvassa Plant] – required dedicated truck			
SR NO	LOCATION	Distance (KM)	Tender Quantity [No of barrels]
1	SAYALI	15	446000
2	MASAT	10	193600
3	MORKHAL	30	85200
4	VAPI	41	82000
5	SILLI	24	21600
6	DAMAN	42	31200
	TOTAL		859600

Group - I-B [With in 60Km from Silvassa Plant] – required dedicated truck			
SR NO	LOCATION	Distance (KM)	Tender Quantity [No of barrels]
1.	KHARADPADA	17	36000
2.	DADRA	21	38000
3.	SARIGAM	30	17600
4.	RAKHOLI	8	4000
5.	KHADOLI	1	80000
6.	VALSAD	59	11440
	TOTAL		187040



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – II A , GUJARAT – Dedicated Truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	ANKLESHWAR	188	178000
2.	DAHEJ	245	180060
3.	BHARUCH	198	30000
4.	JHAGADIA	209	44000
5.	HAZIRA	161	2000
6.	NAVASARI	110	2000
	TOTAL		436060

Group – II B , GUJARAT – Dedicated Truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	SURAT	148	2000
2.	VADODARA	276	31000
3.	NANDESARI	304	61600
4.	PALANPUR	534	5000
5.	GODHRA	355	8000
6.	BHAT	404	4000
	TOTAL		111600

Group– II C – GUJARAT - Dedicated truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	AHMEDABAD	390	64000
2.	MEHSANA	464	2000
3.	VIRAMGAM	451	2000
4.	HIMMATNAGAR	460	2000
5.	Bhavnagar	485	14400
6.	KANDLA	692	12000
	TOTAL		96400



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – II D – GUJARAT - Dedicated truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	MUNDRA	734	26800
2.	MANDVI	773	9600
3.	KUTCH	790	122600
4.	GANDHIDHAM	672	1600
5.	VERABAL	759	2000
	TOTAL		162600

Group – III A-MAHARASHTRA – Dedicated truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	TALOJA	159	116000
2.	TURBHE	161	46000
3.	PATALGANGA	190	2000
4.	RABALE	151	72000
5.	VASAI	110	37800
6.	TARAPUR	76	58400
7.	PALGHAR	83	3600
	TOTAL		335800

Group – III B-MAHARASHTRA – Dedicated truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	BHIWANDI	133	68000
2.	PAWANE	156	52800
3.	NHAVA SHEVA	187	2000
4.	KHAPOLI	206	2000
5.	AMBERNATH	168	4400
6.	PANVEL	170	2000
7.	CHEMBUR	158	2000
8.	KALWA	140	2000
	TOTAL		135200



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – III C- MAHARASHTRA– Dedicated truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	DINDORI	121	4000
2.	NASHIK	128	10000
3.	GONDE	173	30000
4.	KURKUMBH	356	77200
5.	LOTE	376	13800
6.	CHIPLUN	393	2000
7.	MAHAD	304	2000
8.	PIMPRI	311	7200
	TOTAL		146200
Group – III D- MAHARASHTRA– Dedicated truck not mandatory			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	KOREGAON	405	2000
2.	SHIRWAL	381	4800
3.	RANJANGAON	322	20000
4.	KASARWADI PUNE	313	44000
5.	SANASWADI	314	19200
6.	NIRA	417	2000
7.	PANOLI	315	22400
8.	CHINCHOLI	742	20000
	TOTAL		134400



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – IV A - OTHERS			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	MANGALORE	1052	2000
2.	MEDAK	830	2000
3.	INDORE	517	4000
4.	NANDED	583	12000
5.	JALGAON	375	20000
6.	TULJAPUR	575	40000
	TOTAL		80000
Group – IV B - OTHERS			
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]
1.	BHILWARA	756	9600
2.	BUTIBORI, NAGPUR	766	2800
3.	HINGNA,	789	9600
4.	HUBLI	714	10000
5.	Hyderabad	860	800
	TOTAL		32800
	GRAND TOTAL		27,17,700.00

** The above quantity is only indicative and may increase / decrease as per actual requirement.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

DETAILS OF BIDDER

S No.	Details of the Bidder	
1.	Name of the Transporting Company	:
2.	Address, Telephone & email ID of the persons to be contacted Company	:
3.	Registered / Head Office of the Company	:
4.	Status of the Bidder [Individual / HUF/ Firm / Limited Company] Others –Please specify.	:
5.	Name of Directors / Partners / Proprietor	:
6.	Date of Incorporation	:
7.	Turnover of the company for the last Three years (2014-15, 2015-16 and 2016-17)	:
8.	No. of trucks dedicated / owned by the Company with model & Capacity (Attach copy of registration)	:
9.	Size of the Truck Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos.	:
10.	No. of trucks that can be leased / hired per day.	:
11.	Address of the Local Branch Office at Mumbai with telephone no. and Name of the contact person / Branch Manager.	:
12.	List of Parties with whom you have done Transportation contract work during the last 3 years - Attach Xerox copies	:
13.	No of trucks having State Permit (mention clearly the States)	:
14.	Provide Name, address & telephone no etc of your Bankers. (Solvency Certificate from your Bankers should be enclosed with the tender. Also, provide details of : Type of Account: IFSC Code : MICR Code: A/c Number:	:
15.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:
16.	Do you have any legal cases pending with the	:



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Court. If so, please provide details.			
17.	PAN NO.	:	
18.	GST REGN. NO.	:	
19.	CONTACT PERSON & PHONE NO.	:	
20.	Declaration stating that you will not avail any credit of duty paid on inputs like mobile / phone & courier services etc & capital goods eg. Trucks used for providing taxable services by you. This should be in line with the Notification by GST Authorities		

Note: The bidder is requested to enclose the documentary evidences in proof of above against each clause. Evaluation of Un-Priced Bid shall be made based on the details provided in this Annexure.





Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

A. SPECIAL TERMS & CONDITIONS

1. **Nature of Work** : Transportation of 210 ltrs to 235 Ltrs / 180 kgs capacity MS Empty Tight Head / Open Head Steel Barrels of 210Ltrs. nominal capacity with dimensions 600mm \varnothing x 900mm to 1000 mm height and weighing approximately 15Kgs. to 25Kgs. by road in from, **Industrial Packaging, Survey No. 23/1/1/, Khadoli Village, Silvassa-396 230 (DN&H)** to our various **customers located in and around Silvassa, Gujarat , Maharashtra other nearby States.**

2. **Period of Contract: From October 2018 to Sept 2020.**

The contract if any awarded against this Tender will be valid for a period of **TWO YEARS**. The company shall extend the contract for a further period of **TWO YEARS** prior to expiry of contract on mutual agreement at the same terms and conditions.

3. **Inter change / transfer of ordered quantity among destinations** within the awarded estimated order value of the contract shall be made by the company.

4. In the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company shall **inter change / transfer of ordered quantities among destinations** to the other successful bidder[s].

5. The offer submitted by bidder should be **valid for the company's acceptance for a period of 180 days from the due date.**

6. **The quantity mentioned under schedule of requirement is merely indicative** and the company cannot give any commitment. The company may enhance / reduce the ordered **quantity by 20%.**

7. The rate quoted shall be on "**per Barrel Basis**" only and the **Rate quoted would be exclusive of loading & unloading charges (Mathadi Labour charges) but inclusive of Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.**

8. **Stacking / Loading & Unloading of Barrels:**

i. **Stacking of Barrel in truck:** The **barrels shall be stacked only in VERTICAL condition.**

ii. Loading will be done by our authorized contractor. Unloading of barrels shall be arranged by the successful bidder.

iii. The present Terms & Conditions of Loading & Unloading Rates at Silvassa & at our customers is as under:

a. Working Hours (at Silvassa) : 7.00am to 11.00pm (working in two shifts)

b. Loading Charges (at Silvassa) : Rs.4.25 Per Barrel which is tentative and subject to change. Payment to be made by the successful transporter directly to the Loading Contractor and against submission of receipts, payment will be reimbursed by Balmer Lawrie at actuals within 7 days.

c. Unloading Charges (at Various destinations): Extra at actual. Payment to be made by the successful transporter directly to the respective Mathadi Board and against submission of receipts payment will be reimbursed by Balmer Lawrie within 7 days.

Any locations where unloading charges are charged by recognized Mathadi Labour are more than the amount specified above, the same will be reimbursed at actual on verification & certified jointly by our Marketing & SCM Department.

d. Apart from working days, loading should also be done on weekly holidays/public holidays as per requirement arising out of customers demand at the same rate mentioned above.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

9. The bidders are requested visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before participating in this e-tender.
10. Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.

11. Payment :

- i. The successful bidder shall submit the bills on **Monthly Basis** only, i.e. the first bill for the period 1st to 15th and the second bill for the period 16th to last working day of the month.
- ii. Payment will be released within **30 days** from the date of submission of bill as recorded by our sales administrative dept.
- iii. Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of barrels by the consignees / customers in good condition, and without any loss / physical damage to the barrels. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery Challan.
- iv. During the contract period, transportations for any new destinations apart from the contract, equivalent distance rate will be applicable.

12. Detention Charges:

The company will pay detention charges @ Rs.1,000/- per truck per day beyond 24 hours from the time date of reporting at the point of delivery on case to case basis.

12.1 However such detention will be authorized / certified by Marketing Dept. It is the responsibility of the transporter to communicate by mail to Sales & Admin dept of Silvassa if truck detained beyond 24 hours with details in next day and

A. Obtain acknowledgement of date & time of reporting at customer's premises & also the date & time of leaving the customer's premises failing which no detention charges will be paid by Balmer Lawrie.

Or

B. Provide GPS based data of the detained vehicles in order to claim detention charges. BL shall be provided with access to GPS interface.

14. **Toll Tax:** The rates shall be inclusive of toll charges. In the event of any increase / decrease in the toll charges or any fresh toll charges in future, the transporters rate shall accordingly be increased / decreased. Transporter has to give documentary proof for such revision. At the start of the contract the successful bidder has to indicate destination wise toll charges for the destinations allotted to them and this declaration shall be the basis for increase/decrease in toll charges during the pendency of the contract. Any claim for increase/decrease in toll charges shall not be entertained in absence of aforementioned declaration at the start of the contract.

15. If the lot size is less than 180 barrels per truck load payment will be made for minimum 180 barrels.

16. **Insurance:** Transit Insurance will be borne by Balmer Lawrie for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated to Balmer Lawrie immediately to SCM Dept. located at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001. It will be the responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

17. Penalty & Risk Purchase Clause:

NON-PLACEMENT OF TRUCKS & DELIVERY: - The successful bidder shall place the trucks as per our **requirement / daily call-ups** and lift the barrels **within 24 hours of email intimation to them**. In the event of their failure to do so, the company shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any, incurred by the company on this account will be recovered at actual from the successful bidder from their Security Deposit / Running Bills.

In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the company reserves the right to cancel the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the successful bidder. If such failures is frequent in nature during the contract period, the company at its discretion may also cancel the contract placed on the successful bidder for the remaining period of the contract and also forfeit the Security Deposit of the successful bidder. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at company's discretion.

18. Exclusive Clause - The successful bidders has to ensure dedicated truck within 60Km radius or Group –IA & IB. For other Group (beyond 60Km) dedicated truck is not mandatory and preferably the bidder should consider one way journey.

19. Sub-Letting: The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.

20. The Company reserves the right at any time to appoint parallel transporters / contractors for the destinations tendered without giving any notice whatsoever to the existing contractor/s.

21. It will be the responsibility of the successful bidder to ensure that the documents like Invoice, Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Successful bidder shall take the responsibility and any financial losses involved in it would be to the successful bidder's account.

22. Secrecy of documents: The successful bidder has to strictly maintain secrecy of all our documents carried by them, failure found, if any, at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.

23. Protection of Barrels: The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even. Sufficient care to be taken to ensure that there are no projections/Nails in the Vehicle Body which may cause damage to the barrels in transit. Prevention of such damages shall be the responsibility of the successful bidder and cost of damages will be recovered from the successful bidder.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

24. **Health, Safety & Environment Standard:** The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the **HSE requirements of our customers**. The list of the HSE qualification norms are listed below.
- Drivers should possess a valid driving license.
 - Each truck should have a cleaner
 - Driver and cleaner should wear Shirt and Pant only.
 - Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
 - Truck platform to be free from rust, dents sharp areas and uneven surfaces.
 - All the tyres should have proper treads.
 - Head lights, indicators and reverse horn to be in working condition.
 - All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
 - Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.
 - The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
 - Over all trucks should be in a well maintained condition.
 - The truck should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company Hence, it is essential for the successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the brake lights should be in working condition. The load carrying capacity to be written in predominant place.
 - The thread depth of the thread should be at least 1.6 mm.
 - The truck should have side guards, which are very helpful and prevent lots of roll over of bike riders

Fully covered tarpaulin shall necessarily be provided to avoid ingress of monsoons. In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even

Company will randomly inspect the truck of any successful bidder during the contractual period based on the criteria set in Annexure-IV inspection will be done jointly by authorized representatives of BL & Transporter's. Report will be shared with the transporter after the inspection is over.

Failure in compliance on HSE, twice in a month for any transporter will attract fine of Rs.1000.00. If such failure for any transporter is frequent (more than 5 times) within a times span of six months, the penalty would be Rs.2000.00 per failed truck.

25. The Successful bidder shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of damages if any will be recovered from the successful bidder. In case of accident to third parties while handling the barrels (i.e. loading of barrels at our Works, in transit, unloading of



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

- barrels at our customer premises), it shall be the successful bidder's responsibility to initiate or defend legal actions arising out of the use of their trucks and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.
26. Once the barrels are loaded on the successful bidder's truck, the successful bidder is responsible for their safe keeping and delivery to the destination until our receiving a signed challan signifying acceptance of the consignment by our customer. In the event of damage or loss of barrels whilst in the custody of the successful bidder, the successful bidder will be required to reimburse 'full value' of the barrels damaged or lost. 'Full Value' will be equivalent to the Invoice Value inclusive of taxes, duties etc and loss of goodwill if any.
 27. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Silvassa jurisdiction.
 28. The successful bidder will have to provide agreed number of sturdy tucks in good working condition every morning to clear the entire quantity of barrels scheduled for despatch. Schedule will be given one day in advance to your representative. Further also increase trucks as required based on intimation from time to time during the contract period.
 29. The successful bidder will have to submit a list of his drivers, cleaners and other workmen and only on our approval and issue of passes they are permitted to enter our factory premises. Changes, if any, must receive our approval.
 30. The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.
 31. **PRESERVATION:** Fully covered tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit. In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
 32. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
 33. In case of unsatisfactory performance of the transporter company reserve its right to cancel part or whole of the contract. In such case, the company also reserves the right to get the balance portion of the job executed through other means at the entire risk and cost of the defaulting transporter.
Unsatisfactory performance means when the truck average availability is less than 80% against daily call ups.
 34. In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful contractor at any stage of operation of the contract, company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be assign any reason for its action. Such cancellation will be without prejudice and entirely at company's discretion.
 35. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.

Place:

Date:

(Signature of the tenderer with seal)



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

B. GENERAL TERMS & CONDITIONS

1. **Purpose of the contract:** This contract is for placement of trucks for transportation of Empty Barrels as set forth in the work order and as per the schedule to the work order.
2. The term **“Company (or) BLCL”** wherever mentioned in the tender document refers to **“BALMER LAWRIE & CO. LTD.”**
3. 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 duly approved by the company.
4. The quantity indicated is only an estimate, based on the present level of operations in our Plant and is subject to variation depending upon the actual needs of the Plant from time to time.
5. **Earnest Money Deposit [EMD]** - The bidder has to deposit EMD of Rs. **4,08,000/-** (Rs. Four Lakh Eight Thousand Only) alongwith the Pre-qualification bid, by Demand Draft payable from a nationalized / scheduled bank in favor of Balmer Lawrie & Co. Ltd payable at Mumbai. **The EMD amount may also be remitted by Bank Transfer and the amount should be credited to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC “SCBL0036046) in advance through electronic transfer and proof of transfer of funds deposited with us. The details of proof of payment remitted through NEFT should be submitted to us prior to the Tender Due Date.**

Cheque / Cash or any other forms of payment are not acceptable towards EMD. “OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED”.

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

EMD is liable to forfeiture in the event of

- i. Withdrawal of offers during validity period of the order.
- ii. Non acceptance of orders.
- iii. Non Confirmation of acceptance of orders within the stipulated time after placement.
- iv. Any unilateral revision made by the bidder during the validity period of the offer.
- v. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- vi. Non submission of Security Deposit within the stipulated time.
- vii. For successful bidder, the EMD will be adjusted towards Security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required Security Deposit amount.
- viii. EMD is exempted for those vendors registered under **NSIC** (National Small Industries Corporation) (or) coming under the definition of **Micro** and **Small Industries** and holding valid registration certificates covering the tendered items / services. However, **Self-attested copy of Udyog Aadhar Memorandum certificate must be submitted along with the duly filled, stamped and signed declaration attached at Annexure VII in this regard.**

Disqualified transporters EMD & Security BG (if applicable) will be refunded immediately on approval of the Pre-Qualification recommendation.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

6. **Security Deposit [SD]:** The SD amount payable by the successful bidder would be **5%** of the **yearly contract value** by Demand Draft payable from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd payable at Mumbai.
- The Successful bidder is required pay 50% of the above SD upfront within 15days from the date of receipt of order. And the balance 50% shall be built up from their running bills @ 10% subsequently till the entire balance SD amount is built up.**
Earnest Money Deposit (EMD) received may be adjusted towards part of Security Deposit requirement.
[or]
 - The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **36 Months** for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company will only be used for submitting the BG.
 - The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
 - All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.

SD is liable to forfeiture in the event of –

- Withdrawal of order during validity period of the contract.
 - If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, the SD will be forfeited.
 - Any unilateral revision made by the successful bidder during the validity period of the contract.
7. The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the **Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws**. In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to **pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965**, and submit proof towards effecting payment of Bonus.
8. The successful bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the **Workmen's Compensation Act 1923**, Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the successful bidder or his agents or his employees in carrying out the job of the successful bidder.
9. The successful bidder shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties. The successful bidder shall be liable to bear damage under **Employers Liability Act 1938 and amendments 1970** thereof, the expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

commissions / omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter.

10. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
11. It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
12. The Company reserve the right to cancel the tender without assigning any reasons.
13. **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 and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at 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”

14. **FORCE MAJEURE :** Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:
 - Declared Strike / Bandhs
 - Lockout
 - Natural Calamities
 - Decrees of any Government or Governmental Authority.
 - Revolution
 - Wars
 - Acts of enemies of the state.
 - Riots

Tender No: 0100PE1138 dated 09.07.2018 due on 30.07.2018



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Any reason other than the above will not be considered as force majeure condition.

As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

Place:

Date:

(Signature of the tenderer with seal)





Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

PRICE BID

[Annexure – II]

Destination & Quantity of Empty Steel Barrels to be transported during the period October 2018 to September 2020 (Two Years)

SCHEDULE OF REQUIREMENT

Group - I A [With in 60Km from Silvassa Plant] – Dedicated truck				
SR NO	LOCATION	Distance (KM)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	SAYALI	15	446000	
2.	MASAT	10	193600	
3.	MORKHAL	30	85200	
4.	VAPI	41	82000	
5.	SILLI	24	21600	
6.	DAMAN	42	31200	
	TOTAL		859600	
Group - I B [With in 60Km from Silvassa Plant] – Dedicated truck				
SR NO	LOCATION	Distance (KM)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	KHARADPADA	17	36000	
2.	DADRA	21	38000	
3.	SARIGAM	30	17600	
4.	RAKHOLI	8	4000	
5.	KHADOLI	1	80000	
6.	VALSAD	59	11440	
	TOTAL		187040	



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – II A - GUJARAT - Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	ANKLESHWAR	188	180060	
2.	DAHEJ	245	30000	
3.	BHARUCH	198	44000	
4.	Jhagadia	209	2000	
5.	HAZIRA	161	2000	
6.	NAVASARI	110	180060	
	TOTAL		438120	

Group – II B - GUJARAT - Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	Surat	148	2000	
2.	VADODARA	276	31000	
3.	NANDESARI	304	61600	
4.	PALANPUR	534	5000	
5.	GODHRA	355	8000	
6.	BHAT	404	4000	
	TOTAL		111600	

Group – II C – GUJARAT - Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1	AHMEDABAD	390	64000	
2	MEHSANA	464	2000	
3	VIRAMGAM	451	2000	
4	HIMMATNAGAR	460	2000	
5	Bhavnagar	485	14400	
6	KANDLA	692	12000	
	TOTAL		96400	



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – II D – GUJARAT - Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	MUNDRA	734	26800	
2.	MANDVI	773	9600	
3.	KUTCH	790	122600	
4.	GANDHIDHAM	672	1600	
5.	VERABAL	759	2000	
	TOTAL		162600	
Group – III A - MAHARASHTRA AREA- Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1	TALOJA	159	116000	
2	TURBHE	161	46000	
3	PATALGANGA	190	2000	
4	RABALE	151	72000	
5	VASAI	110	37800	
6	TARAPUR	76	58400	
7	PALGHAR	83	3600	
	TOTAL		335800	
Group – III B - MAHARASHTRA AREA- Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	BHIWANDI	133	68000	
2.	PAWANE	156	52800	
3.	NHAVA SHEVA	187	2000	
4.	KHAPOLI	206	2000	
5.	AMBERNATH	168	4400	
6.	PANVEL	170	2000	
7.	CHEMBUR	158	2000	
8.	KALWA	140	2000	
	TOTAL		135200	



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – III C -MAHARASHTRA AREA - Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	Dindori	121	4000	
2.	NASHIK	128	10000	
3.	GONDE	173	30000	
4.	KURKUMBH	356	77200	
5.	LOTE	376	13800	
6.	CHIPLUN	393	2000	
7.	MAHAD	304	2000	
8.	PIMPRI	311	7200	
	TOTAL		146200	
Group – III D -MAHARASHTRA AREA - Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	KOREGAON	405	2000	
2.	SHIRWAL	381	4800	
3.	RANJANGAON	322	20000	
4.	KASARWADI PUNE	313	44000	
5.	SANASWADI	314	19200	
6.	NIRA	417	2000	
7.	PANOLI	315	22400	
8.	CHINCHOLI	742	20000	
	TOTAL		134400	



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Group – IV A - OTHERS - Dedicated truck not mandatory.				
SR NO	LOCATION	Distance (Km)	Tender Quantity [No of barrels]	Rate (Rs./Barrel)
1.	MANGALORE	1052	2000	
2.	MEDAK	830	2000	
3.	INDORE	517	4000	
4.	NANDED	583	12000	
5.	JALGAON	375	20000	
6.	Tuljapur	575	40000	
	TOTAL		80000	

Group – IV B - OTHERS - Dedicated truck not mandatory.				
1.	BHILWARA	756	9600	
2.	BUTIBORI, NAGPUR	766	2800	
3.	HINGNA,	789	9600	
4.	HUBLI	714	10000	
5.	Hyderabad	860	800	
	TOTAL		32800	

The quoted rates shall be exclusive of loading and unloading but inclusive of Toll charges, if any.

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

We also confirm to have accepted all Terms & Conditions, Special Terms & Conditions and General Terms & Conditions.

Place:

Date:

(Signature of the Tenderer with seal)



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

C. CONDITIONS FOR ONLINE REVERSE AUCTION BID SUBMISSION

1.0 GENERAL CONDITIONS

1.1 Bidders shall commit to supply the product/service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by the BL. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BL or its e-bidding agent.

1.2 In the event of winning an allotment in the bidding event, the bidder shall commit to fulfil outlined obligations under the contract.

1.3 The bidder shall bid on the terms specified by BL and place their bids in the online bid in the manner specified by our e-bidding agent. The Bidder shall not stipulate any conditions on his/her own unless the terms of the Client (in the BL's Terms and Conditions) expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and e-bidding agent retains the right of rejecting these bids even without intimating the BL.

1.4 BL or its e-bidding agent shall not be responsible for any delays in initiating the online bidding event or postponement/cancellation of the online bid proceedings due to any problem with the hardware/ software/ infrastructural facilities or any other shortcomings.

2.0 RIGHT OF BL

BL reserves the right to partially or totally accept or reject any/all bids placed in the Online Bidding Event without assigning any reason whatsoever. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

3.0 DEFINITION OF KEY TERMS

3.1 On Line bidding Event/ Reverse Auction

Online Bidding/Negotiation Event (Reverse Auction/ Open Request for Quotation/ Sealed Bid) refers to those negotiations conducted through the Internet with the bidders (from one or more locations) simultaneously bidding, to be selected for providing the service/s in the online bid. In other words, the venue for the online bid is on an Internet website/ platform. Any other URL assigned by e-bidding agent would constitute venue for the purpose of the online bidding event.

3.2 Timing of the on-line bid

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Bid/Auction Engine. It shall be the endeavour of e-bidding agent to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Bid/ Auction Engine (launch, operation, closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the online bid to check the exact Server Time (displayed in both the windows).



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001. Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

3.3 Preview Time & Start Time

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the bidding details such as item specification and bidding rules. The purpose is also to familiarise participants with the functionalities and screens of the online bidding mechanism. It is not mandatory for e-bidding agent to provide Preview Time.

Start time refers to the time of commencement of the conduct of the online bid. It signals the commencement of the Price Discovery process through competitive bidding.

3.4 Auto Extension of the on-line bid timing

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 7 minutes. The e-bidding agent however have the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

3.5 End of the on-line bidding event.

End of the Online Bidding Event refers to the termination of the online bid proceedings signalling an end to the price discovery process

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Shri N.D.Yadav, Mob: 8879294183 Land Line : 022 6625 8191 e.mail Yadav.nd@balmerlawrie.com	Contact Person 1. Mr.Tittha Das. Mob.09163254290 e.mail- tirtha.das@c1india.com 2 .Mr.Tuhin Ghosh, Mob.08981165071 e.mail- tuhin.ghosh@c1india.com 3. Mr.CH. Mani Sankar ,Mob.08939284159 e.mail- chikkavarapu.manisankar@c1india.com 4. Ms. Ujwala Shimpi, Land No 022 66865608 Email – ujwala.shimpi@c1india.com



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

ANNEXURE – IV

TRUCK INSPECTION SHEET		
		Date-
		Vehicle No -
		Transporter -
Sl no	Inspection Parameter as per tender terms	Yes / No
1	Drivers should possess a valid driving license.	
2	Insurance validity	
3	Permit validity	
4	Each truck should have a cleaner	
5	Driver and cleaner should wear Shirt and Pant only.	
6	Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.	
7	Truck platform to be free from rust, dents sharp areas and uneven surfaces.	
8	All the tyres should have proper treads.	
9	Head lights, indicators and reverse horn to be in working condition.	
10	All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.	
13	Over all trucks should be in a well maintained condition.	
14	Truck should be properly covered by new / good tarpulin	
15	Cross angles and reapers covered with rubber pad	
16	Whether vehicle dimension is as per RC book	
17	The thread depth of the thread should be at least 1.6 mm.	
18	This truck has side guards , which are very helpful and prevent lots of roll over of bike riders	
	Inspected by	
	Signature	
	Name-	



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

ANNEXURE- V

**(To be provided by successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit – Rs. 50,00,000/-)**

**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 as “the said Tender”) for the Service of “**Transportation Services**” and in pursuance thereto an Commitment (hereinafter referred to as “the commitment”) by the contractor to the Balmer Lawrie & Co. Ltd to acquire balance suitable vehicles on or before 01.09.2018 in relation to the clause 3 of “5. Pre-qualification Criteria” of the tender.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. **50,00,000.00** (Rupees Fifty Lakh 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 the commitment 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. 50,00,000.00 (Rupees Fifty Lakhs 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



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

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. **50,00,000.00 (Rupees Fifty Lakh only)** from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. **50,00,000.00 (Rupees Fifty Lakhs only)**
6. Our guarantee shall remain in force and effect until **30.09.2018** (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. **01.04.2019** (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:



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

ANNEXURE- VI

**(To be provided by successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit – 5% of order value)**

**Balmer Lawrie & Co. Ltd.
5, J N Heredia Marg,
Ballard Estate,
Mumbai – 400 001.**

Dear Sir,

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

9. 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.

10. 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.



Balmer Lawrie & Co. Ltd.

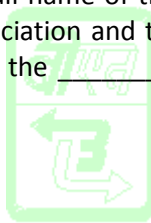
SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

11. 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.
12. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
13. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
14. 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.
15. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
16. 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:



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

A. DECLARATION BY MSE BIDDER

(ANNEXURE – VII)

BIDDER TO SUBMIT ON THEIR LETTER PAD

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

Dated

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

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

Company Authorized Signatory
(Seal & Stamp)



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

Phone: 022 66258191

Tender No : 0100PE1138 dated 09.07.2018 due on 30.07.2018

Annexure VIII

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;
- to respect the personal dignity, privacy and rights of each individual;
- 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.