



## Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215

Tender No : **0100PE0773** dated **16.02.2017** due on **27.02.2017** at 14.00 hours

Public E-Tender for Transportation of MS Empty Tight Head & Open Head Barrels by road from our plant located at Kolkata 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 **Trucks** for carrying out Transportation of Empty MS Barrels of 210Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road from, **Industrial Packaging, P4/1 Oil Installation Road, Paharpur , Kolkata -700088** to various customers destinations under following category / type.

- i. **CONTAINERIZED Truck** (with minimum carrying capacity of 200 Barrel in VERTICAL loading) in and around **Kolkata and West Bengal**.
- ii. **MARKET Truck** (with minimum carrying capacity of 100 Barrel in VERTICAL Loading) in and around **Kolkata**.

for the period from April 2017 to March 2018 (One Year), extendable for another 6 months or completion of ordered quantity whichever is later with mutual consent.

### 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**
- 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)** and **Part-II (Price)**.

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.

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

The 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.

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.



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### A. TENDER SUBMISSION

The bidders are requested to submit the originals of Demand Draft (DD) towards EMD 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 **Deputy. 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.	:	<b>0100PE0773 dt.16.02.2017</b>
b.	Tender Title	:	<b>Transportation of Empty MS Barrels of 210Ltrs. capacity for the period from <u>April 2017 to March 2018 (12 Month)</u> by road from Barrel Plant, Industrial Packaging, P4/1 Oil Installation Road, Paharpur , Kolkata -700088 to various customers destinations.</b>
c.	Tender Description	:	
d.	Transportation of Empty MS Barrels of <b>210Ltrs. Capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs.</b> by road i. <b>CONTAINERIZED Truck</b> (with <b>minimum carrying capacity of 200 Barrel</b> in <b>VERTICAL</b> loading) within <b>South India outside Kolkata</b> ii. <b>MARKET Truck</b> (with <b>minimum carrying capacity of 100 Barrel</b> in <b>VERTICAL</b> Loading) in and around Kolkata.	:	
e.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	:	<b>N C B</b>
f.	Factory / Division	:	<b>Industrial Packaging, Kolkata.</b>
g.	Currency (India Rupees / U S Dollars )	:	<b>INDIAN RUPEES</b>
h.	Section / Sub-division	:	-
i.	Tender Category ( Single Bid / Two Bid / EOI )	:	<b>TWO BID TENDER</b>
j.	Evaluation Type: ( <b>Item-wise</b> : Rates are compared at individual item level , <b>Schedule-wise</b> : Rates are compared as groups of similar items)	:	<b>Schedule-wise</b> <b>CONTAINERIZED Truck – Min 200 barrel capacity- Annexure- I.</b> <b>MARKET Truck – Min 100 barrel capacity - Annexure – I.</b>
k.	Estimated Value ( min)	:	<b>N.A.</b>



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I.	Estimated Value (max)	:	N.A.
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#### 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. 20000.00
d.	Payment Mode	:	<b>Demand Draft / RTGS only.</b> Cheque / Cash or any other forms of payment are not acceptable. <b>Earnest Money 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.</b>
e.	Payable at	:	<b>Mumbai, in favor of M/s. Balmer Lawrie &amp; Co. Ltd.</b>

#### 5. PRE- QUALIFICATION CRITERIA

##### A. CONTAINERIZED TRUCK

- The bidder shall have minimum of **one year experience** in transportation of goods (preferably in barrel transport) with reputed companies (copy of certificate in support of experience to be submitted).
- The bidder should have a **minimum average annual turnover of Rs.100.00 Lakhs** in the **last three financial years (i.e. 13-14, 14-15, and 15-16)** and the bidder has to submit copies of their company's Balance Sheet **(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. 50.00 Lakhs for bidders conforming to "startup India Scheme" subject to submission of self-attested copy of "valid Certificate" issued by Department of Industrial Policy & Promotion (DIPP)**
- The bidder shall be executed at least one single order value of **minimum of Rs.15.00 Lakh** in any one year of the last three **financial years** (copies to be furnished).
- The bidder should own or have attached **minimum of 25 Trucks** for barrel transportation work.
- The trucks offered shall be **CONTAINERIZED Truck** and should have a **minimum carrying capacity of 200 Barrels (Only VERTICAL type of loading permitted).**
- The bidder has to provide the details such as copies of RC Book, Insurance, permit, **Size / Dimension** etc. for the above trucks and also the size of each truck.
- The manufacturing year of the vehicle should not be before **01.04.2003**.

##### B. MARKET TRUCK

- The bidder shall have minimum of **One year experience** in transportation of goods (preferably in barrel transport) with reputed companies [copy of certificate in support of experience to be submitted].
- The bidder should have a **minimum average annual turnover of Rs. 50.00 Lakh** in the **last three financial years (i.e. 13-14, 14-15, and 15-16)** and the bidder has to submit copies of their company's Balance Sheet **(or) Business Turnover Statement** duly **certified by a Chartered Accountant** as documentary proof in support of their business turnover.



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2.1 **Minimum average annual turnover criteria is relaxed to the extent of Rs. 25.00 Lakhs for bidders conforming to "startup India Scheme" subject to submission of self-attested copy of "valid Certificate" issued by Department of Industrial Policy & Promotion (DIPP)**

3. The bidder shall be executed at least one single order value of minimum of Rs.15.00 Lakh in any one year of the last three financial years (copies to be furnished).
4. The trucks offered shall be **MARKET Truck** and should have a **minimum carrying capacity ranging from 80 to 100 Barrels (Both HORIZONTAL / VERTICAL (or) only VERTICAL type of loading permitted).**
5. The manufacturing year of the vehicle should not be before **01.04.2003**.

- a. **Relaxation in the criteria on Minimum Carrying Capacity / Experience / Turnover /value of Single Order Executed etc., will be considered for Trial Order at the discretion of the company.**
- b. **Copy of PAN & Service Tax Registration must be enclosed.**
- c. **Bids received without any of the above will be rejected. It the bidder is in the process of obtaining the above registration, they will have to mention accordingly with supporting documents.**
- d. **In case company desires inspection of any of bidders trucks against category (A) & (B) above then, the bidders have to offer the same to Representatives of Balmer Lawrie & Co. Ltd in Barrel Plant, Kolkata-68 on a designated date and time, before opening of price bid.**
- e. **Only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid subsequently.**

### 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 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.**  
**Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.**  
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 min 200 capacity truck) by VERTICAL loading and 80 barrels (for min 100 capacity truck)**
- e. We are aware that the contract may be extended for a further period of **SIX MONTHS** 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.**



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i.	We are aware of the <b>Penalty &amp; Risk Purchase Clause of this tender, in case of non-performance and failure to place trucks</b> against company's call ups.
j.	The offer submitted by bidder should be <b>valid for the company's acceptance for a period of 90 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.</b>
k.	The contract if any awarded against this Tender will be valid for a period of <b>ONE YEAR.</b>
l.	We understand and abide by the Code of Conduct as per Annexure – IV.

### 7. AWARD OF CONTRACT

For each of the destination of this tender, **100% Order will be placed on ONE TRANSPORTER only.**

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

- i. 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.
  - ii. **The quantity mentioned is merely indicative** and the company cannot give any commitment
  - iii. The decision of the company is final in retaining more than one transporter.
- b. The company with mutual agreement with the successful bidder
  - i. Shall enhance/reduce the ordered quantity by **20%**
  - ii. The contract is extendable for further period of **SIX Months.** However, further **Extension / Completion of Balance order quantity whichever is later** at the same terms and conditions will be on mutual agreement.
  - iii. **Shall interchange of order quantities among the destinations for individual transporter within the order value.**

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 according to type / category of truck** to the other successful bidder[s] on mutual agreement.

### 8 PRICE ESCALATION / DE-ESCALATION:

- i. Escalation / De-Escalation of transport rates only on account of cumulative increase/decrease in the price of High Speed Diesel (HSD) **declared only by PSU Oil Companies will be considered.**
- ii. Escalation/De-escalation clause shall be applicable only, when the impact of series of **cumulative price of HSD increase/decrease results in accumulated net increase / decrease of Rs. 3.00/- per Litre (Rs. Three only).**
- iii. Such increase / decrease shall be applicable only for the prospective period from the date, on which the **accumulated impact reaches Rs. 3.00/- and above.**
- iv. The formula for escalation / de-escalation of transport charges is as follows:
- v. **Escalation / De-escalation of transport rate in Rupees Per barrel will be**

* Fuel Factor	X	Base Rate for transportation as per contract.	X	Actual cumulative Increase / decrease in <b>market Price of HSD</b> per liter in <b>Kolkata District</b> subject to a min of <b>Rs.3.00 / Litre.</b>
				Prevailing <b>market price of HSD</b> per liter in <b>Kolkata District</b> prior to increase / decrease.

- vi. For **Containerized & Market Truck: A Common Fuel Factor of 0.20 \*** 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 /



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	proportion of the base rate of transportation. The fuel fact will be uniform for all successful bidders and destinations.
vii.	<b>** Any Escalation / De-Escalation of Transport Rate applicable for this tender as per above clause will be from the date of commencement of the contract and on the finally agreed / awarded rate.</b>
viii.	The current prevailing price of High Speed Diesel at <b>Kolkata</b> is <b>₹ 57.64 per Litre. (as on 15.10.2016)</b>

### 9 SPECIFICATIONS (TECHNICAL SPECIFICATIONS)

Item Description	<b>210 Litre nominal empty MS Tight Head / Open Head Barrel.</b>
Specifications	1. Empty Steel Barrels of 210 Litre nominal capacity Tight Head / 180 kgs Open Head with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs.
	2. The trucks should have absolutely even floor without any protrusions from the sides and with proper rubber beading along the side support angles.
	<b>Fully covered tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat &amp; 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</b>

### 10 TENTATIVE QUANTITY FOR ONE YEAR

196500 Barrels (Approx) in Containerized Truck of 200 barrel capacity  
28700 Barrels (Approx) in Market Truck of 100 barrel capacity.



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### Annexure – I

#### 11 SCHEDULE OF REQUIREMENT AS DETAILED BELOW.

##### A. CONTAINERIZED TRUCK OF 200 CAPACITY

Location	Containerized Truck Size	Tentative Requirement for 1 year
Hide Road	200	63000
Maheshtala	200	28000
Paharpur	200	16800
Haldia	200	30000
Uluberia	200	7000
Amtala	200	7000
Kalyani	200	7000
Singur	200	4900
Budg Budg	200	2800
Karl marx	200	700
Narendrapur	200	4900
IOCL Paharpur	200	8400
Transport Depot Road	200	7000
Haldia – Bitumen Drum	200	5000
Durg, Chattisgarh	200	4000
<b>TOTAL</b>		<b>196500</b>

##### B. MARKET TRUCK OF 100 CAPACITY

Location	Containerized Truck Size	Tentative Requirement for 1 year
Chanditolla	100	8400
Forshore Road	100	3500
Amtala	100	2100
Dankuni	100	700
Shibpur	100	8400
Rishra	100	4200
Liluah	100	1400
<b>TOTAL</b>		<b>28700</b>

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



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### DETAILS OF BIDDER

S No.	Details of the Bidder		
1.	Name of the Transporting Company	:	
2.	Address, Telephone, Fax number & 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 (2013-14, 2014-15 and 2015-16)	:	
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 Court. If so, please provide details.	:	
17.	PAN NO.	:	





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18.	SERVICE TAX 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 Service Tax 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.**





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### A. SPECIAL TERMS & CONDITIONS

1. **Nature of Work** : Transportation of 210 ltrs capacity MS Empty Tight Head / Open Head Steel Barrels of 210Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road in from **Industrial Packaging, Kolkata.**
2. **Period of Contract: From April 2017 to March 2018.**  
The contract if any awarded against this Tender will be valid for a period of **ONE YEAR**. The company shall extend the contract for a further period of six months 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] on mutual agreement.
5. The offer submitted by bidder should be **valid for the company's acceptance for a period of 90 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 on mutual agreement with the successful bidder shall enhance/reduce the ordered **quantity by 20%.**
7. The rate quoted shall be on "**per Barrel Basis**" only and the **Rate quoted would inclusive of loading, unloading & 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) **CONTAINERIZED Truck** (with **minimum carrying capacity of 200 Barrel** in **VERTICAL** loading) in and around **Kolkata /W.B**
  - (ii) **MARKET Truck** (with **minimum carrying capacity of 100 Barrel** in **VERTICAL** Loading) in and around **Kolkata / W,.B.**

The barrel transport rate should be inclusive of Loading , Unloading & any entry/exit / toll taxes

**The bidders may carefully consider the above while quoting their rates.**

The loading shall be carried out between 10.00AM and 6.30PM. However, depending upon the dispatch requirement, it may be extended up to 8.00PM. However, if required, the successful bidder has to place trucks for transport of barrel even on Sundays & Holidays also on exigency basis.

### 9. Payment :

- i. The successful bidder shall submit the bills on **FORTNIGHTLY Basis** only, i.e. the first bill for the period 1<sup>st</sup> to 15<sup>th</sup> and the second bill for the period 16<sup>th</sup> 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.

### 10. 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. 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 Kolkata if truck detained beyond 24 hours with details in next day and also to obtain acknowledgement of date & time of reporting at customer's



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

11. **Toll Tax:** The rates shall be inclusive of toll charges. However, the tenderer should declare the toll charges currently applicable for each destinations. 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.

12. **Transit 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.

13. **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.

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

15. **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.

16. **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 contract.**

17. It will be the responsibility of the successful bidder to ensure that the documents like Invoice, Excise Duty 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.

18. **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.

19. **Protection of Barrels:** The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided



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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.

**20. 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.

- a. Drivers should possess a valid driving license.
  - b. Each truck should have a cleaner
  - c. Driver and cleaner should wear Shirt and Pant only.
  - d. Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
  - e. Truck platform to be free from rust, dents sharp areas and uneven surfaces.
  - f. All the tyres should have proper treads.
  - g. Head lights, indicators and reverse horn to be in working condition.
  - h. All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
  - i. Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.
  - j. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
  - k. Over all trucks should be in a well maintained condition.
- l. 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.

Company will randomly inspect the truck of any successful bidder during the contractual period based on the criteria set in Annexure-III. Such 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 month, the penalty would be Rs.2000.00 per failed truck.**

21. 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 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.

22. 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.

23. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Kolkata jurisdiction.



## Balmer Lawrie & Co. Ltd.

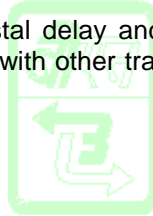
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5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001, Maharashtra.

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24. 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.
25. 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.
26. 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.
27. **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.
28. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
29. 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 its right to get the balance portion of the job executed through other means at the entire risk and cost of the transporter.
30. 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.
31. 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)



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### 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] -

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai ₹ **20,000/-** ( ₹ Twenty Thousand only). Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond to be deposited within the Due date for the tender. **Earnest Money 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.**

- a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b. 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.
- c. For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d. 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 offer.
- 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.  
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.

#### 6. Security Deposit [SD]:

The SD amount payable by the successful bidder would **be 3 % of the contract value** with a minimum of **Rs. 10,000/- ( Rs. Ten Thousand only )** by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. **payable at Mumbai**. The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC “SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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.**

[or]



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The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **15 MONTHS** for an equivalent amount issued by Nationalized / Scheduled Bank within 15 days 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 Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and

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

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

**Security deposit is liable to forfeiture in the event of:**

- Non Supply after Acceptance of Purchase Order.
- Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- Successful Bidder violates the tender conditions.
- If the performance of the bidder is found to be unsatisfactory

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 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



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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.

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

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)





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### PRICE BID [Annexure – II]

Destination & Quantity of Empty Steel Barrels to be transported during the period December 2016 to November 2017 (One Year) extendable for further 6 months.

#### A. CONTAINERIZED TRUCK – ANNEXURE - I

Location	Containerized Truck Size	Tentative Requirement for 1 year (No.of Barrel)	Rate (Rs/Brl)
Hide Road	200	63000	
Maheshtala	200	28000	
Paharpur	200	16800	
Haldia	200	30000	
Uluberia	200	7000	
Amtala	200	7000	
Kalyani	200	7000	
Singur	200	4900	
Budg Budg	200	2800	
Karl marx	200	700	
Narendrapur	200	4900	
IOCL Paharpur	200	8400	
Transport Depot Road	200	7000	
Haldia - Bitumen	200	5000	
Durg -Chattisgarh	200	4000	
<b>TOTAL</b>		<b>196500</b>	

#### B. MARKET TRUCK

Location	Containerized Truck Size	Tentative Requirement for 1 year (No.of Barrel)	Rate (Rs/Brl)
Chanditolla	100	8400	
Forshore Road	100	3500	
Amtala	100	2100	
Dankuni	100	700	
Shibpur	100	8400	
Rishra	100	4200	
Liluah	100	1400	
<b>TOTAL</b>		<b>28700</b>	

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)



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### B. PROFORMA for BG as SD. ANNEXURE-III

(To be provided by successful bidder only)

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 Transport of Barrel and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:



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### CONDITIONS FOR ONLINE BID SUBMISSION

#### 1. 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](mailto:tirtha.das@c1india.com)
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
3. Mr. Ravi Gaiwal, Tel +9619379192 Email - [ravi.gaiwal@c1india.com](mailto:ravi.gaiwal@c1india.com)
4. Mr. Siva Kumar, Mob. +91 9042773377 Email – [siva.kumar@c1india.com](mailto:siva.kumar@c1india.com)

**Balmer Lawrie's officials.**

**Contact nos. and e.mail ID's**

**Mr Nayan Yadav (Dy. Manager –SCM) Ph No. 022-66258191 Mobile : 08879294183.**

#### 2. 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
- Reliable 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.

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

**4. Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.

**5. Bid Submission Acknowledgement:** The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

**6. Submission of Hard copies:** After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting



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**Authority before the due date at our Ballard Estate Office.** The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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





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### ANNEXURE-IV

## 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:

*f* **Legal compliance**

- to comply with the laws of the applicable legal system(s).

*f* **Prohibition of corruption and bribery**

- to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

*f* **Respect for the basic human rights of employees**

- 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;
- to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - to comply with the maximum number of working hours laid down in the applicable laws;
  - 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.

*f* **Prohibition of child labor**

- to employ no workers under the age of 18;

*f* **Health and safety of employees**

- to take responsibility for the health and safety of its employees;
- to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - to provide training and ensure that employees are educated in health and safety issues;
- to set up or use a reasonable occupational health & safety management system;

*f* **Environmental protection**

- to act in accordance with the applicable statutory and international standards regarding environmental protection;
- to minimize environmental pollution and make continuous improvements in environmental protection;
  - to set up or use a reasonable environmental management system;

*f* **Supply chain**

- to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- to comply with the principles of non discrimination with regard to supplier selection and treatment.