



## Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215

Tender No : 0100PE0850 dated 27.06.2017 due on 17.07.2017

**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. nominal capacity with dimensions 600mm  $\varnothing$  x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road from, **Industrial Packaging, Survey No.23/1/1/, Khadoli Village, Silvassa-396 230 (DN&H) to various customers located in and around Silvassa, Gujarat & Maharashtra for the period from September 2017 to January 2018 extendable for another 6 months 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 (Priced)**.

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 Hard Bid copy to be submitted along with Pre-qualification criteria offline.

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.

Further, **only the electronic Price-Bid of technically qualified transporters who meet the pre-qualification criteria as mentioned in the tender will be opened.**

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 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.



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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.**

<b>3. TENDER BASE INFORMATION</b>		
a.	Tender No.	: <b>0100PE0850 dt.26.07.2017 due on 17.07.2017.</b>
b.	Tender Title	: Transportation of 210 ltrs capacity MS Empty Tight Head & Open Head Barrel by road in <b>Suitable Trucks</b> from Industrial Packaging, Silvassa to our various customers located in & around Silvassa, Gujrat, Maharashtra.
c.	Tender Description	: Transportation of 210 ltrs / 180 kgs capacity MS Empty Tight Head / Open Head Steel Barrels of 200Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road in from, <b>Industrial Packaging, Silvassa-396 230</b> to our various customers for the period <b>from September 2017 to January 2018 (extendable for further 06 months)</b>
d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	: <b>NCB</b>
e.	Factory / Division	: <b>Industrial Packaging, Silvassa (Dadra Nagar &amp; Haveli)</b>
f.	Currency (India Rupees / U S Dollars )	: <b>INDIAN RUPEES</b>
g.	Section / Sub-division	: -
h.	Tender Category ( Single Bid / Two Bid / EOI )	: <b>TWO BID TENDER</b>
i.	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>ITEM-WISE</b>
j.	Estimated Value ( min)	: <b>N.A.</b>
k.	Estimated Value (max)	: <b>N.A.</b>

<b>4. DETAILS OF EARNEST MONEY DEPOSIT [EMD]</b>		
a.	Payment Level (Tender Level / Item Level)	: <b>TENDER LEVEL</b>



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b.	Currency of payment	:	Indian Rupees
c.	EMD Amount	:	<b>Rs.43,000/- ( Rupees Forty Three Thousand only)</b>
d.	Payment Mode	:	<b>Demand Draft / RTGS / NEFT only.</b> Cheque / Cash or any other forms of payment are not acceptable
e.	Payable at	:	<b>Mumbai, in favor of M/s. Balmer Lawrie &amp; Co. Ltd.</b>

### 5. PRE- QUALIFICATION CRITERIA

- Experience**-The bidder shall have minimum of **One Year experience** in transportation of goods [preferably in barrel transport] with reputed companies [copy of customer's certificate in support of experience to be submitted - at least 3 PO with 3 different companies].
- Turnover**-The bidder should have a **minimum average annual turnover of Rs. 1.00 Crore 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 / Profit & Loss a/c [or] Business Turnover Statement duly certified by a Chartered Accountant as documentary proof in support of their business turnover.
  - Minimum average annual turnover criteria is relaxed to the extent of Rs. 50.00 Lakhs for bidders conforming to "stratup Inda Scheme" subject to submission of self-attested copy of "valid Certificate" issued by Department of Industrial Policy & Promotion (DIPP)**
- Age of the vehicle** – All Vehicles offered by the Transporters under this tender as mentioned below should not be older than manufacturing date and year of **01.04.2008**.
- The bidder should own **minimum of 20 Trucks** for barrel transportation work. **The normal capacity of the truck carrying of should be approx.200 empty barrels (Vertical Loading) with dimension of minimum 32'X8'X8' or bigger. 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.  
*( Kindly note that the list of trucks given as specified above for this tender will not be considered for other existing / forthcoming transport tender)*
- The bidder shall have executed at least one **single order value of minimum 50.00 lakhs**, or **two order value of minimum 25.00 Lakhs** or **four order value of 12.50 lakhs** in the last three financial years [PO copies to be furnished]
- Copy of PAN must be enclosed.
- Bids received without any of the above will be rejected. If the bidder is in the process of obtaining the above registration, they will have to mention accordingly with supporting documents.

**Relaxation in the criteria on Minimum Carrying Capacity, Experience, Turnover and value of Single Order Executed will be considered for Trial Order at the discretion of the company subject to the bidder owning or attaching minimum of 5 Trucks of dimension of minimum 32'X8'X8' or bigger.**

**Vendor/Party/Transporter/bidder/firm who have been black-listed/de-barred/holiday-listed by BL in past three years are requested to refrain from participation in this tender and in the event such Vendor/Party/Transporter/bidder/firm submit their bid then such bid shall not be considered valid for the purpose of techno-commercial evaluation.**

**Please note, only those bidders who meet the above Pre-qualification criteria will be qualified for opening of**



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**their electronic 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 “ <b>per Barrel Basis</b> ” only and the <b>Rate quoted would be exclusive of loading &amp; unloading charge of barrel but inclusive of Toll charges.</b> <b>Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.</b> 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 <b>trucks</b> for transporting barrel with a <b>minimum carrying capacity of 180 Barrels (for 210Litres Barrels) by VERTICAL loading only.</b>
e.	We are aware that the contract may be extended for a further period of <b>6 months prior to expiry of the contract at the same terms and conditions on mutual agreement.</b>
f.	We are aware that the <b>estimated tender quantity may be increased/decreased by 20% on mutual agreement.</b>
g.	We are aware that the company may <b>Inter change / transfer the ordered quantity among destinations within the awarded estimated order value of the contract.</b>
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 <b>ordered quantities among destinations</b> to the other successful bidder[s] on <b>mutual agreement.</b>
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>Five Months.</b>
l.	We are aware of the HSE clause and associated non-compliance penalty thereof
m.	We are aware of the Code of Conduct as attached with this tender



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### 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 agreement with the successful bidder
  - i. May enhance / reduce the ordered quantity by **20%**
  - ii. May extend the contract for further period of **06 months** at the same terms and conditions prior to expiry of the contract.
  - iii. **May interchange of order quantities among the destinations for individual transporter within the order value.**
  - iv. 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**.

### 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 accumulated impact reaches Rs. 1.00 and above.
- v. The formula for escalation / de-escalation of transport charges is as follows:
  - 1]

$$0.25 \times A \times (C - B)$$

B



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A = Base Rate for transportation as per contract and then subsequent change rate after revision.

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

C = Revised price of HSD at Silvassa.

A Common \* Fuel Factor of 0.25 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.

- vi. \*\* 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.
- vii. The current prevailing diesel price as on **12.06.2017 at Silvassa is Rs 57.29 per Litre.**
- viii. During the contract period no other price escalation on any account will be entertained.
- ix. For CNG truck, escalation/de-escalation will be applicable as per formula given for HSD vehicles.

### 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

**140840 Barrels (Approx) for Five months. + / - 20%**



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### Annexure - I

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

**Destination & Quantity of Empty Steel Barrels to be transported during the period September 2017 to January 2018.**

#### Group A

SR NO	LOCATION	Tender Quantity [No of barrels]
1	SAYALI	27000
2	MASAT	13500
3	MORKHAL	7500
4	VAPI	5400
5	SILLI	2430
6	DAMAN	3000
7	KHARADPADA	1350
8	DADRA	750
9	SARIGAM	360
10	RAKHOLI	300
11	KHADOLI	6000
12	VALSAD	750
13	ANKLESHWAR	7500
14	DAHEJ	6000
15	BHARUCH	4500
16	HAZIRA	300
17	SURAT	150
	<b>Total</b>	<b>86790</b>

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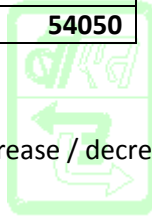
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Group B

SR NO	LOCATION	Tender Quantity [No of barrels]
1	GODHRA	5000
2	AHMEDABAD	7500
3	VIRAMGAM	1000
4	HIMMATNAGAR	1000
5	BHIWANDI	5000
6	PAWANE	5000
7	NHAVA SHEVA	4275
8	KHAPOLI	2000
9	PANVEL	1500
10	MAHAD	3825
11	PIMPRI	3825
12	KOREGAON	3500
13	SHIRWAL	3150
14	RANJANGAON	2475
15	KASARWADI PUNE	5000
	<b>TOTAL</b>	<b>54050</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	:

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Court. If so, please provide details.			
17.	PAN NO.	:	
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 / 180 kgs 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, 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 September 2017 to January 2018.**

The contract if any awarded against this Tender will be valid for a period of **Five Months**. 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 may enhance / reduce the ordered **quantity by 20%.**
7. The rate quoted shall be on "**per Barrel Basis**" only and the **Rate quoted would 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. 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.
    - 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.

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.



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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 **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.

### 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. 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 also to 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.

13. **Octroi:** If any will be reimbursed by the company at actual on the date of delivery against production of proof of payments. Reimbursement will be limited to the actual octroi charges and shall not include incidental expenses / charges incurred if any.
14. **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.
15. If the lot size is less than 180 barrels per truck load payment will be made for minimum 180 barrels.
16. **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.



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### 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. For destinations 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 contract.**

21. 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.

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.

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



## Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215

**Tender No : 0100PE0850 dated 27.06.2017 due on 17.07.2017**

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 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 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.



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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 its right to get the balance portion of the job executed through other means at the entire risk and cost of the transporter.
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)



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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]** - The bidder has to deposit EMD of Rs. **43,000/-** (Rs. Forty Three Thousand Only) along with 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, **attested notarized copy of valid NSIC certificate or “Micro and Small” industry certificate must be submitted in this regard.**  
Disqualified transporters EMD will be refunded immediately on approval of the Pre-Qualification





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recommendation.

6. **Security Deposit [SD]:** The SD amount payable by the successful bidder would be **5%** of the contract value by Demand Draft payable from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd payable at Mumbai.

- i. **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]

- ii. The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **12 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.
- iii. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
- iv. 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 –**

- i. Withdrawal of order during validity period of the contract.
- ii. 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.
- iii. 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



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

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 September 2017 to January 2018**

#### SCHEDULE OF REQUIREMENT

SR NO	LOCATION	Tender Quantity [No of barrels]	Rate (Rs./Barrel)	Value (Rs.)
1	SAYALI	27000		
2	MASAT	13500		
3	MORKHAL	7500		
4	VAPI	5400		
5	SILLI	2430		
6	DAMAN	3000		
7	KHARADPADA	1350		
8	DADRA	750		
9	SARIGAM	360		
10	RAKHOLI	300		
11	KHADOLI	6000		
12	VALSAD	750		
13	ANKLESHWAR	7500		
14	DAHEJ	6000		
15	BHARUCH	4500		
16	HAZIRA	300		
17	SURAT	150		
18	GODHRA	5000		
19	AHMEDABAD	7500		
20	VIRAMGAM	1000		
21	HIMMATNAGAR	1000		
22	BHIWANDI	5000		
23	PAWANE	5000		
24	NHAVA SHEVA	4275		
25	KHAPOLI	2000		
26	PANVEL	1500		
27	MAHAD	3825		
28	PIMPRI	3825		
29	KOREGAON	3500		
30	SHIRWAL	3150		
31	RANJANGAON	2475		
32	KASARWADI PUNE	5000		

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)



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### C. 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

- 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.

#### Prohibition of child labor

- o to employ no workers under the age of 18;

#### 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;

#### 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;

#### 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 nondiscrimination with regard to supplier selection and treatment.



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**ANNEXURE – III**

<b>TRUCK INSPECTION SHEET</b>		
		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	
	<b>Inspected by</b>	
	<b>Signature</b>	
	<b>Name-</b>	



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**ANNEXURE- IV**

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

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

Dear Sir,

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

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.



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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: