



## Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258191

**Tender No : 0100PE1327 dated 14.03.2019 due on 03.04.2019**

**Public E-Tender for Transportation of MS Empty Tight Head & Open Head Barrels by road from our plant located at SAVLI, VADODARA 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 Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road from, **Industrial Packaging, plot no 727, GIDC Savli, Manjusar, Vadodara 391775 to various customers located in and around Gujarat & Maharashtra for the period from May 2019 to April 2020 extendable for another 12 months with mutual consent** under following category / type.

- i. **CONTAINERIZED Truck** (with **minimum carrying capacity of 200 Barrel** in **VERTICAL** loading).
- ii. **MARKET Truck** (with **minimum carrying capacity ranging from 80 to 130 Barrel** in **VERTICAL** loading).

### **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 Online Bid to be submitted along with Pre-qualification criteria.

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

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 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**

<b>3. TENDER BASE INFORMATION</b>			
a.	Tender No.	:	<b>0100PE1327 dt. 14.03.2019 due on 03.04.2019.</b>
b.	Tender Title	:	Transportation of capacity up to 235 ltrs capacity MS Empty Tight Head & Open Head Barrel by road in <b>Suitable Trucks</b> from Industrial Packaging, Savli to our various customers located in & around Savli, Gujrat and Maharashtra.
c.	Tender Description	:	Transportation of 235 ltrs / 200 kgs capacity MS Empty Tight Head / Open Head Steel Barrels of 200Ltrs. nominal capacity with dimensions upto 600mm Ø x 1000mm height and weighing approximately 15Kgs. to 25Kgs. by road in from, <b>Industrial Packaging, Savli-391775</b> to our various customers for the period <b>from May 2019 to April 2020 (extendable for further Twelve Months)</b>
d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	:	<b>N C B</b>
e.	Factory / Division	:	<b>Industrial Packaging, Savli, Vadodara</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 / LOCATION WISE</b>



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4. DETAILS OF EARNEST MONEY DEPOSIT [EMD]			
a.	Payment Level (Tender Level / Item Level)	:	<b>TENDER LEVEL</b>
b.	Currency of payment	:	Indian Rupees
c.	EMD Amount	:	<b>Rs. 1,42,,000/- ( Rupees One Lakh Forty Two Thousand only)</b> <b>Annexure IX</b> - Terms and Conditions for making Online- Payments towards Earnest Money Deposit (EMD)
d.	Payment Mode	:	<b>Online mode only</b> . Cheque / DD / NEFT / RTGS / Cash or any other forms of payment are not acceptable.





## 5. PRE- QUALIFICATION CRITERIA

1. The bidder shall have minimum **Three year experience** in goods transport with reputed companies
  - a. Copy of certificate of incorporation / Certificate of Registration / Shop & Establishment Certificate/ any other registration issued by local governing body mentioning bidder's name.
  - b. Self-Declaration regarding experience in goods transportation business for **Three Year**
2. The bidder should have a **minimum average annual turnover of Rs. 100 Lakhs in the last three financial years [i.e.15-16, 16-17 and 17-18]** 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.
  - 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)**
3. The bidder should own / attached **minimum of 10 nos Trucks suitable** for empty barrel transportation work and the vehicle should not be manufactured prior to **01.10.2002**.
  - 3.1 **For Containerized Trucks - The normal carrying capacity of the truck should be approx.200 empty barrels (Vertical Loading). However the minimum capacity should be 180 empty barrels.** The bidder has to provide the details such as copies of RC Book, Insurance, Permit, Size / Dimension etc. for the above trucks. The Bidder should provide list of trucks.
  - 3.2 **For Market Trucks - The normal carrying capacity of the truck should be approx.100 empty barrels (Vertical Loading). However the minimum capacity should be 80 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.
4. The bidder shall have executed at least one **single order value of minimum 80.00 lakhs**, or **two order value of minimum 50.00 Lakhs each** or **four order value of 30.00 lakhs each** in the last three financial years [PO copies to be furnished or contract copy along with CA certified ledger copy to be furnished OR Job completion certificate of equivalent value from the customer]
  - a. **Above criteria is relaxed for bidders registered under "Startup India Scheme" i.e. one single order value of minimum 40.00 lakhs, or two order value of minimum 25.00 Lakhs each or four order value of 15 lakhs each in the last three financial years [PO copies to be furnished or contract copy along with CA certified ledger copy to be furnished]**
5. Copy of PAN must be enclosed.

### Note-

1. **Only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid.**



<b>6. UNDERTAKING FROM VENDOR</b>	
a.	We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
b.	We are aware of Price Escalation / De-Escalation clause no. 8 of this tender with respect to increase / decrease in price of High Speed Diesel.
c.	We are aware that the rate quoted by us on “ <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><u>Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.</u></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 80 &amp; 180 Barrels (for 210Litres Barrels) by VERTICAL loading only for Containerized and market truck category respectively.</b>
e.	We are aware that the contract may be extended for a further period of <b>Twelve Months prior to expiry of the contract at the same terms and conditions on mutual agreement.</b>
f.	We are aware that <b>the estimated tender quantity may be increased / decreased by 10% 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 no. 17 of “Special Terms &amp; Conditions” 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 180 days from the due date of opening of price bid. Company reserved the right to exit the contract with a minimum notice period of three months in case of any unforeseen situation.</b>
k.	The contract if any awarded against this Tender will be valid for a period of <b>Twelve Months.</b>
l.	We are aware of the HSE clause no. 24 of “Special Terms & Conditions” of this tender and associated non-compliance penalty thereof
m.	We are aware of the Code of Conduct as per Annexure VIII attached with this tender



## 1. AWARD OF CONTRACT

- a. The destination wise Lowest quoted rates would be considered for arriving at the L1 [Lowest quoted bidder] status
- The L1 (Lowest) bidder will be given **100% of location wise tendered quantity**.
  - 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.
  - The quantity mentioned is merely indicative and the company cannot give any commitment
  - The decision of the company is final in retaining more than one transporter.
- b. The company with mutual consent with the successful bidder
- May extend the contract for further period of **Twelve Months** at the same terms and conditions prior to expiry of the contract.
  - Decision for extension shall be at the sole discretion of Balmer Lawrie.
- C. Balmer Lawrie at its discretion**
- May enhance / reduce the ordered quantity by **10%**
  - May 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 and for such shortfall destinations the company shall inter change / transfer of ordered quantities among destinations with / to other successful bidder[s].

## 8 PRICE ESCALATION / DE-ESCALATION:

- 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).
- Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- 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)**.
- 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.
- The formula for escalation / de-escalation of transport charges is as follows:  
I] Upto 50 Kms (Ex-Savli)

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

II] Above 50 Kms (Ex-Savli)

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



A = Base Rate for transportation as per contract.

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

C = Revised price of HSD at Savli

- vi. A Common \* Fuel Factor of **0.20 for distance up to 50KM radius and 0.40 for distance above 50KM radius** will be taken into consideration. Fuel factor is the value component of diesel in the rate quoted by the successful bidder expressed as a factor / proportion of the base rate of transportation.
- vii. \*\* Prevailing lowest diesel price among the oil companies shall be taken as basis for arriving at the price escalation / De-escalation as on the date of opening of the tender.
- viii. The current prevailing diesel price as on **13.03.2019 at Savli is Rs 70.11 per Litre.**
- ix. During the contract period no other price escalation on any account will be entertained.
- x. For CNG truck, escalation/de-escalation will be applicable as per formula given for HSD vehicles.

## **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 to 235 Litre nominal capacity Tight Head / Open Head with dimensions 600mm Ø x 900mm to 1000mm height and weighing approximately 15Kgs. to 25Kgs.
	<b>2. Vehicle shall be suitable for transporting barrel with a minimum carrying capacity of <u>200 Barrels</u> (for 210 to 235 Litres Barrels) by VERTICAL loading only.</b>
	<b>3. Age of the Vehicle – Vehicles offered should not be manufactured prior to 01.10.2002</b>
	<b>4. Offered vehicles shall be compliant with prevailing RTO norms.</b>
	<b>5. Vehicles shall be equipped with Global Positioning system / Vehicle Tracking system.</b>
	6. The trucks should have absolutely even floor without any protrusions from the sides and with proper rubber beading along the side support angles. 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.

## **10 TENTATIVE QUANTITY**

**3,97,800 Barrels (Approx) +/- 10%**



**Annexure – I**

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

**Destination & Quantity of Empty Steel Barrels to be transported during the period May 2019 to April 2020**

<b>Group - I – Containerized Truck Carrying Capacity – 200 nos Barrels</b>		
<b>SR NO</b>	<b>LOCATION</b>	<b>Tender Quantity [No of barrels]</b>
1.	Ahmedabad	67,400
2.	Anand	200
3.	Ankleshwar	23,400
4.	Baroda	2,500
5.	Chandisar	200
6.	Dahej	11,700
7.	Gandhidham	5,000
8.	Godhra	7,500
9.	JHAGADIA	6,700
10.	Jamnagar	1,800
11.	Kalol	2,500
12.	Kandla	10,100
13.	Lamdapur	6,000
14.	Luna	1,200
15.	Mehsana	5,400
16.	Mundra	15,200
17.	Nandesari	4,400
18.	Palanpur	15,000
19.	Panoli	2,500
20.	Ranoli	1,800
21.	Sachin	400
22.	Savli	5,000
23.	Sidhpur	1,300
24.	Surat	200
25.	Sykha	1,500
	<b>TOTAL</b>	<b>198,900</b>





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Group - II – Market Truck Carrying Capacity – 100 nos Barrels		
SR NO	LOCATION	Tender Quantity [No of barrels]
1.	Ahmedabad	67,400
2.	Anand	200
3.	Ankleshwar	23,400
4.	Baroda	2,500
5.	CHANDISAR	200
6.	Dahej	11,700
7.	Gandhidham	5,000
8.	Godhra	7,500
9.	JHAGADIA	6,700
10.	Jamnagar	1,800
11.	Kalol	2,500
12.	Kandla	10,100
13.	Lamdapur	6,000
14.	Luna	1,200
15.	Mehsana	5,400
16.	Mundra	15,200
17.	Nandesari	4,400
18.	Palanpur	15,000
19.	Panoli	2,500
20.	Ranoli	1,800
21.	Sachin	400
22.	Savli	5,000
23.	Sidhpur	1,300
24.	Surat	200
25.	Sykha	1,500
	<b>TOTAL</b>	<b>198,900</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 & email ID of the persons to be contacted Company	:	
3.	Registered / Head Office of the Company	:	
4.	Status of the Bidder [Individual / HUF/ Firm / Limited Company] Others –Please specify.	:	
5.	Name of Directors / Partners / Proprietor	:	
6.	Date of Incorporation	:	
7.	Turnover of the company for the last Three years (2014-15, 2015-16 and 2016-17)	:	
8.	No. of trucks dedicated / owned by the Company with model & Capacity (Attach copy of registration)	:	
9.	Size of the Truck Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos.	:	
10.	No. of trucks that can be leased / hired per day.	:	
11.	Address of the Local Branch Office at Mumbai with telephone no. and Name of the contact person / Branch Manager.	:	
12.	List of Parties with whom you have done Transportation contract work during the last 3 years - Attach Xerox copies	:	
13.	No of trucks having State Permit ( mention clearly the States)	:	
14.	Provide Name, address & telephone no etc of your Bankers. (Solvency Certificate from your Bankers should be enclosed with the tender. Also, provide details of : Type of Account: IFSC Code : MICR Code: A/c Number:	:	
15.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:	
16.	Do you have any legal cases pending with the Court. If so, please provide details.	:	



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

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





**A. SPECIAL TERMS & CONDITIONS**

1. **Nature of Work** : Transportation of 210 ltrs to 235 ltrs / 180 kgs capacity MS Empty Tight Head / Open Head Steel Barrels of 210Ltrs. nominal capacity with dimensions 600mm Ø x 900mm to 1000 mm height and weighing approximately 15Kgs. to 25Kgs. by road in from, **plot no 727, GIDC Savli, Manjusr, Vadodara 391775** to our various customers located in and around Savli, Gujarat & Maharashtra.
2. **Period of Contract: From May 2019 to Apr 2020.**  
The contract if any awarded against this Tender will be valid for a period of **Twelve Months**. The company shall extend the contract for a further period of **Twelve 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].
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 may enhance / reduce the ordered **quantity by 10%.**
7. The rate quoted shall be on "**per Barrel Basis**" only and the **Rate quoted would be exclusive of loading & unloading charges (Mathadi Labour charges) but inclusive of Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.**
8. **Stacking / Loading & Unloading of Barrels:**
  - i. **Stacking of Barrel in truck:** The **barrels shall be stacked only in VERTICAL condition.**
  - ii. Loading will be done by our authorized contractor / labour. Unloading of barrels shall be arranged by the successful bidder.
  - iii. The present Terms & Conditions of Loading & Unloading Rates at Savli & at our customers is as under:
    - a. Working Hours ( at Savli ) : 9.00am to 5.00pm (working in one shifts)
    - b. Loading Charges (at Savli) : Rs. NIL.
    - c. Unloading Charges (at Various destinations): Extra at actual. Payment to be made by the successful transporter directly to the respective Mathadi Board and against submission of receipts payment will be reimbursed by Balmer Lawrie within 7 days.  
Any locations where unloading charges are charged by recognized Mathadi Labour are more than the amount specified above, the same will be reimbursed at actual on verification & certified jointly by our Marketing & SCM Department.
    - d. Apart from working days, loading should also be done on weekly holidays/public holidays as per requirement arising out of customers demand at the same rate mentioned above.
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.



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### 11.1 Payment:

- i. The successful bidder shall submit the bills on **Monthly Basis** only.
- ii. Payment will be released within **30 days** from the date of submission of bill as recorded by our sales administrative dept.

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

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

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

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

- 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.

### 11.2 Paying Authority – SM (A&F), Balmer Lawrie & Co. Ltd, Industrial Packaging Division, Mumbai Shri Prakash Rout – Mo – 9930318637

### 12. Detention Charges:

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

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

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

Or

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

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



15. If the lot size is less than 180 barrels per truck load payment will be made for minimum 180 barrels for 200 nos barrel carrying capacity trucks and if the lot size is less than 80 barrels per truck load payment will be made for minimum 80 barrels for 100 nos barrels carrying capacity truck.
16. **Insurance:** Transit Insurance will be borne by Balmer Lawrie for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated to Balmer Lawrie immediately to SCM Dept. located at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001. It will be the responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.
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. **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.
19. **The Company reserves the right at any time to appoint parallel transporters / contractors for the destinations tendered without giving any notice whatsoever to the existing contractor/s.**
20. It will be the responsibility of the successful bidder to ensure that the documents like Invoice, Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Successful bidder shall take the responsibility and any financial losses involved in it would be to the successful bidder's account.
21. **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.
22. **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.

**23. 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.
- m. **The thread depth of the thread should be at least 1.6 mm.**
- n. The truck should have side guards, which are very helpful and prevent lots of roll over of bike riders

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

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

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



24. 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.
25. 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.
26. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Vadodara jurisdiction.
27. The successful bidder will have to provide agreed number of sturdy trucks 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.
28. 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.
29. 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.
30. **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.
31. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
32. In case of unsatisfactory performance of the transporter company reserve its right to cancel part or whole of the contract. In such case, the company also reserves the right to get the balance portion of the job executed through other means at the entire risk and cost of the defaulting transporter.  
Unsatisfactory performance means when the truck average availability is less than 80% against daily call ups.
33. 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.
34. 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)



**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.

**Earnest Money Deposit [EMD]** - Earnest Money Deposit [EMD] of Rs.1,42,000/- (Rs. One Lakh Forty Two Thousand only) is to be paid online as per Annexure –IX in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidder's account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed

**EMD is exempted for those vendors registered under NSIC (National Small Industries Corporation) (or) coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items / services. However, Self-attested copy of Udyog Aadhar Memorandum certificate must be submitted along with the duly filled, stamped and signed declaration attached at Annexure VII in this regard.**

- 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.**
- ix. Disqualified transporters EMD will be refunded immediately on approval of the Pre-Qualification recommendation.

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



- 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 **24 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 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 a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

***“In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018”***

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

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)



**PRICE BID**

**[Annexure – II]**

**Destination & Quantity of Empty Steel Barrels to be transported during the period May 2019 to April 2020**

<b>SCHEDULE OF REQUIREMENT</b>			
<b>Group - I – Containerized Truck</b>			
<b>Carrying Capacity – 200 nos Barrels</b>			
<b>SR NO</b>	<b>LOCATION</b>	<b>Tender Quantity [No of barrels]</b>	<b>Rate / Barrel (Rs.)</b>
1.	Ahmedabad	67,400	
2.	Anand	200	
3.	Ankleshwar	23,400	
4.	Baroda	2,500	
5.	Chandisar	200	
6.	Dahej	11,700	
7.	Gandhidham	5,000	
8.	Godhra	7,500	
9.	JHAGADIA	6,700	
10.	Jamnagar	1,800	
11.	Kalol	2,500	
12.	Kandla	10,100	
13.	Lamdapur	6,000	
14.	Luna	1,200	
15.	Mehsana	5,400	
16.	Mundra	15,200	
17.	Nandesari	4,400	
18.	Palanpur	15,000	
19.	Panoli	2,500	
20.	Ranoli	1,800	
21.	Sachin	400	
22.	Savli	5,000	
23.	Sidhpur	1,300	
24.	Surat	200	
25.	Sykha	1,500	
	<b>TOTAL</b>	<b>198,900</b>	



## Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258191

**Tender No : 0100PE1327 dated 14.03.2019 due on 03.04.2019**

Group - II – Market Truck Carrying Capacity – 100 nos Barrels			
SR NO	LOCATION	Tender Quantity [No of barrels]	Rate / Barrel (Rs.)
1.	Ahmedabad	67,400	
2.	Anand	200	
3.	Ankleshwar	23,400	
4.	Baroda	2,500	
5.	CHANDISAR	200	
6.	Dahej	11,700	
7.	Gandhidham	5,000	
8.	Godhra	7,500	
9.	JHAGADIA	6,700	
10.	Jamnagar	1,800	
11.	Kalol	2,500	
12.	Kandla	10,100	
13.	Lamdapur	6,000	
14.	Luna	1,200	
15.	Mehsana	5,400	
16.	Mundra	15,200	
17.	Nandesari	4,400	
18.	Palanpur	15,000	
19.	Panoli	2,500	
20.	Ranoli	1,800	
21.	Sachin	400	
22.	Savli	5,000	
23.	Sidhpur	1,300	
24.	Surat	200	
25.	Sykha	1,500	
	<b>TOTAL</b>	<b>198,900</b>	

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

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

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

Place:

Date:

(Signature of the Tenderer with seal)



## Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258191

**Tender No : 0100PE1327 dated 14.03.2019 due on 03.04.2019**

### ANNEXURE – IV

TRUCK INSPECTION SHEET		
		Date-
		Vehicle No -
		Transporter -
Sl no	<b>Inspection Parameter as per tender terms</b>	<b>Yes / No</b>
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 tarpaulin	
15	Cross angles and reapers covered with rubber pad	
16	Whether vehicle dimension is as per RC book	
17	The thread depth of the thread should be at least 1.6 mm.	
18	This truck has side guards , which are very helpful and prevent lots of roll over of bike riders	
	<b>Inspected by</b>	
	<b>Signature</b>	
	<b>Name-</b>	



**ANNEXURE- VI**

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

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

Dear Sir,

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



## Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258191

**Tender No : 0100PE1327 dated 14.03.2019 due on 03.04.2019**

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:



**A. DECLARATION BY MSE BIDDER**

**( ANNEXURE – VII)**

**BIDDER TO SUBMIT ON THEIR LETTER PAD**

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

Dated .....

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

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

I/We hereby also declare the following :-

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietor is a female – Yes / No [Kindly tick the appropriate category].

Company Authorized Signatory  
(Seal & Stamp)



**Annexure VIII**

**Code of Conduct for Balmer Lawrie & Co. Suppliers**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

**The supplier declares herewith:**

**Legal compliance**

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

**Prohibition of corruption and bribery**

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

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

- o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- to respect the personal dignity, privacy and rights of each individual;
- to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- o to comply with the maximum number of working hours laid down in the applicable laws;
- o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

**Prohibition of child labor**

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

**Health and safety of employees**

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

**Environmental protection**

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

**Supply chain**

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



**Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)**

The Terms and Conditions contained herein shall apply to any person (“**User**”) using the services of **Balmer Lawrie & Co. Ltd.**, hereinafter referred to as “**Merchant**”, for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service (“**Service**”) offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://eproc.balmerlawrie.in> (“**Website**”). Each User is therefore deemed to have read and accepted these Terms and Conditions.

**A. Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offers.

**B. General Terms and Conditions For E-Payment**

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely



matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
  - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
  - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

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

#### **C. Limitation of Liability**

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



2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

**D. Miscellaneous Conditions:**

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



- iii. Be responsible for any transactions made by User under such User ID and Password.

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

**E. Debit/Credit Card, Bank Account Details**

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
  - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**F. Personal Information**

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



## **Helpdesk**

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

## **G. Payment Gateway Disclaimer**

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

## **H. General Terms and Conditions -**

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.
5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.
6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.