



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215

Tender No : 0100LE1493 dated 23.09.2019 due on 03.10.2019 at 1700 Hrs

Limited E-Tender for Transportation of MS Empty Tight Head & Open Head Barrels by road from our plant located at Chennai 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 **Market 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, No.32, Sathangadu Village, Manali, Chennai 600 068, Tamilnadu to various customers destinations with carrying capacity of 80 to 150 Barrel in VERTICAL loading within South India.**

For the period **from Oct 2019 to Sept 2020 extendable for another 12 months or completion of ordered quantity whichever is later with mutual consent.**

1. SALIENT FEATURES OF THE TENDER:

- i. Tender Category – Single Bid Tender [**Un priced Bid & Price Bid**]
- ii. Tender Type – **Limited e-Bidding**
- iii. Evaluation Type - **Item-wise: Prices are compared at individual item level.**
- iv. Payment of **Earnest Money Deposit / Security Deposit**
- v. **Price Escalation / De-Escalation on increase/decrease of HSD price.**

2. TENDER DETAILS

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

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

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.



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A. TENDER SUBMISSION

The bidders are requested to submit the EMD through **online mode only**.

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 **Dy. Manager [SCM], M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, 5, J.N.Heredia Marg, Ballard Estate, Mumbai-400001.**

3. TENDER BASE INFORMATION		
a.	Tender No.	: 0100LE1493 dt. 23.09.2019
b.	Tender Title	: Transportation of Empty MS Barrels of 210Ltrs. capacity for the period from <u>Oct 2019 to Sept 2020 (12 Months)</u> by road from Barrel Plant, Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068, Tamilnadu to various customers destinations.
c.	Tender Description	:
d.	Transportation of Empty MS Barrels of 210Ltrs. Capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs. by road with carrying capacity of 80 to 150 Barrel in VERTICAL loading) within South India.	
e.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	: Limited
f.	Factory / Division	: Industrial Packaging, Chennai.
g.	Currency (India Rupees / U S Dollars)	: INDIAN RUPEES
h.	Section / Sub-division	: -
i.	Tender Category (Single Bid / Two Bid / EOI)	: SINGLE BID TENDER
j.	Evaluation Type: (Item-wise : Rates are compared at individual item level , Schedule-wise : Rates are compared as groups of similar items)	: Item Wise
k.	Estimated Value (min)	: N.A.
l.	Estimated Value (max)	: N.A.

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



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b.	Currency of payment	:	Indian Rupees
c.	EMD Amount	:	Rs.7,000.00
d.	Payment Mode	:	Online Mode Only

6. UNDERTAKING FROM VENDOR

a.	We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
b.	We are aware of Price Escalation / De-Escalation clause of this tender with respect to increase / decrease in price of High Speed Diesel.
c.	We are aware that the rate quoted by us on “per Barrel Basis” only and the Rate quoted would be inclusive of loading, unloading charge of barrel and Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected. Also we are aware that the loading and unloading of barrels wherever required has to be done by us and we shall cover the loading/unloading crew with all the necessary statutory coverage such as ESI, PF, Workmen compensation etc. as required.
d.	We would provide suitable Market Trucks for transporting barrel with a minimum carrying capacity of 100 Barrels (for 210Litres Barrels) by VERTICAL loading only.
e.	We are aware that the contract may be extended for a further period of ONE YEAR prior to expiry of the contract at the same terms and conditions on mutual agreement.
f.	We are aware that the estimated tender quantity may be increased/decreased by 10% on mutual agreement.
g.	We are aware that the company may Inter change / transfer the ordered quantity among destinations within the awarded estimated order value of the contract.
h.	We are aware that in the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company shall prune the ordered quantities among destinations to the other successful bidder[s] on mutual agreement.
i.	We are aware of the Penalty & Risk Purchase Clause of this tender, in case of non-performance and failure to place trucks against company's call ups.
j.	The offer submitted by bidder should be valid for the company's acceptance for a period of 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.
k.	The contract if any awarded against this Tender will be valid for a period of ONE YEAR.
l.	We understand and abide by the Code of Conduct as per Annexure V.



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7. 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 & 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....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 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. Shall enhance/reduce the ordered quantity by **10%**
 - ii. The contract is extendable for further period of **Twelve Months**. However, further **Extension / Completion of Balance order quantity whichever is later** at the same terms and conditions will be on mutual agreement.
 - iii. **Shall interchange of order quantities among the destinations for individual transporter within the order value.**

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

8 PRICE ESCALATION / DE-ESCALATION:

- i. Escalation / De-Escalation of transport rates only on account of cumulative increase/decrease in the price of High Speed Diesel (HSD) **declared only by PSU Oil Companies will be considered**.
- ii. Escalation/De-escalation clause shall be applicable only, when the impact of series of **cumulative price of HSD increase/decrease results in accumulated net increase / decrease of Rs. 1.00/- per Litre (Rs. Three only)**.
- iii. Such increase / decrease shall be applicable only for the prospective period from the date, on which the **accumulated impact reaches Rs. 1.00/-** and above.
- iv. The formula for escalation / de-escalation of transport charges is as follows:
- v. **Escalation / De-escalation of transport rate in Rupees Per barrel will be**

* Fuel Factor	X	Base Rate for transportation as per contract.	X	Actual cumulative Increase / decrease in market Price of HSD per liter in Chennai District subject to a min of Rs.1.00 / Litre .
				Prevailing market price of HSD per liter in Chennai District prior to increase / decrease.

- vi. **A Common * Fuel Factor of 0.20 for distance up to 25KM radius and 0.40 for distance above 25KM 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. **** Any Escalation / De-Escalation of Transport Rate applicable for this tender as per above clause will be from the date of commencement of the contract and on the finally agreed / awarded rate.**
- viii. The current prevailing price of High Speed Diesel at Chennai is **₹ 70.02 per Litre. (as on 20.09.2019)**



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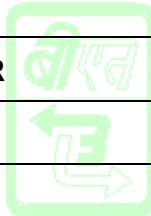
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9 SPECIFICATIONS (TECHNICAL SPECIFICATIONS)	
Item Description	210 Litre nominal empty MS Tight Head / Open Head Barrel.
Specifications	1. Empty Steel Barrels of 210 Litre nominal capacity Tight Head / Open Head with dimensions 600mm Ø x 900mm height 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.
	3. Offered vehicles shall be compliant with prevailing RTO norms.
	4. Truck platform to be free from rust, dents sharp areas and uneven surfaces.
	5. All the tyres should have proper treads.
	6. Head lights, indicators and reverse horn to be in working condition.
	7. All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.

10 TENTATIVE QUANTITY FOR ONE YEAR	
Barrels (Approx) for 01 year +10%	





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Sl.No	Destination	Loading Type	Est. Qty. No.	Unit
1.	Pondicherry (UT) "Mannadipet"	VERTICAL / HORIZONTAL (110 NOS)	10560	Number
2.	Pondicherry (UT)	VERTICAL (80 NOS)	2000	Number
3.	Hindupur	VERTICAL / HORIZONTAL (110 NOS)	600	Number





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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. A	Name of Directors / Partners / Proprietor		
6.	Date of Incorporation	:	
7.	Turnover of the company for the last Three years (2015-16, 2016-17 and 2017-18)	:	
8.	No. of trucks dedicated / owned by the Company with model & Capacity (Attach copy of registration)	:	
9.	Size of the Truck Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos.	:	
10.	No. of trucks that can be leased / hired per day.	:	
11.	Address of the Local Branch Office at Mumbai with telephone no. and Name of the contact person / Branch Manager.	:	
12.	List of Parties with whom you have done Transportation contract work during the last 3 years - Attach Xerox copies	:	
13.	No of trucks having State Permit (mention clearly the States)	:	
14.	Provide Name, address & telephone no etc of your Bankers. (Solvency Certificate from your Bankers should be enclosed with the tender. Also, provide details of : Type of Account: IFSC Code : MICR Code: A/c Number:	:	
15.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:	
16.	Do you have any legal cases pending with the Court. If so, please provide details.		
17.	PAN NO.	:	
18.	GST. NO.	:	
19.	CONTACT PERSON & PHONE NO.	:	

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



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A. SPECIAL TERMS & CONDITIONS

1. **Nature of Work** : Transportation of 210 ltrs capacity MS Empty Tight Head / Open Head Steel Barrels of 210Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road in from **Industrial Packaging, Chennai**.

2. **Period of Contract: From October 2019 to September 2020.**

The contract if any awarded against this Tender will be valid for a period of **ONE YEAR**. The company shall extend the contract for a further period of **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] on mutual agreement.

5. The offer submitted by bidder should be **valid for the company's acceptance for a period of 90 days from the due date**.

6. **The quantity mentioned under schedule of requirement is merely indicative** and the company cannot give any commitment. The company on mutual agreement with the successful bidder shall enhance/reduce the ordered **quantity by 10%**.

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

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

It may be noted that the company may have the option of loading of barrel on into trucks by the company on their own arrangement (or) leave it to the discretion of the successful transporter to make their own arrangement.

In view of the above, the barrel transport rate is sought with following classification namely

a) "**Rate per Barrel**" **with Loading and Unloading.**

However, **unloading of Barrel at our customer end will be the sole responsibility of successful bidder.**

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

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

9. Payment :

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



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

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

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

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

10. **Detention Charges:**

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

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

11. **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.

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

13. **Penalty & Risk Purchase Clause :**

13.1 **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.

13.2 **Penalty of Rs. 1000/- per day per truck in case trucks leaving our company's premises loaded with barrels and not reporting at our customer destination within 24 hours.**



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

14. **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.
15. **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.**
16. 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.
17. **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.
18. **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.
19. **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.



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- 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 water during 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-VII 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.

20. 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.
21. 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.
22. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Chennai jurisdiction.
23. 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



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advance to your representative. Further also increase trucks as required based on intimation from time to time during the contract period.

24. 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.
25. 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.
26. **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.
27. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
28. 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.
29. 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.
30. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.

Place:

Date:

(Signature of the tenderer with seal)



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215

Tender No : 0100LE1493 dated 23.09.2019 due on 03.10.2019 at 1700 Hrs

B. GENERAL TERMS & CONDITIONS

1. **Purpose of the contract:** This contract is for placement of suitable trucks for transportation of Empty Barrels as set forth in the work order and as per the schedule to the work order.
2. The term “**Company (or) BLCL**” wherever mentioned in the tender document refers to “**BALMER LAWRIE & CO. LTD.**”
3. The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
4. The quantity indicated is only an estimate, based on the present level of operations in our Plant and is subject to variation depending upon the actual needs of the Plant from time to time.

5. Earnest Money Deposit [EMD] -

Earnest Money Deposit {EMD} of **7,000/-** (Rupees SEVEN Thousand Only) is to be paid by online mode only. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded through online mode to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Contract 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 liable to forfeiture if:

- (i) In the event of withdrawal of offers during validity period of the offer.
- (ii) Non acceptance of Contract Order.
- (iii) Non confirmation of acceptance of Contract order within the stipulated time.
- (iv) Any unilateral revision made by the bidder during the validity period of 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.

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

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 VI in this regard.**

EMD is liable to forfeiture in the event of

- i. Withdrawal of offers during validity period of the offer.
- ii. Non acceptance of orders.
- iii. Non Confirmation of acceptance of orders within the stipulated time after placement.
- iv. Any unilateral revision made by the bidder during the validity period of the offer.
- v. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- vi. Non submission of Security Deposit.

For successful bidder, the EMD will be adjusted towards Security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required Security Deposit amount.



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6. Security Deposit [SD]:

The SD amount payable by the successful bidder would **be 5 % of the yearly contract value** with a minimum of **Rs. 10,000/- (Rs. Ten Thousand only)** by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. **payable at Mumbai**. The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

The Successful bidder is required pay **50% of the above SD upfront** within 15days from the date of receipt of order. And the **balance 50% shall be built up from their running bills @ 10% subsequently till the entire balance SD amount is built up.** [or]

The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **18 MONTHS** for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format **given by company will only be used for submitting the BG.**

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and

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

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

Security deposit is liable to forfeiture in the event of:

- Non Supply after Acceptance of Purchase Order.
- Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- Successful Bidder violates the tender conditions.
- If the performance of the bidder is found to be unsatisfactory
Any unilateral revision made by the successful bidder during the validity period of the contract.

7. The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the **Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws**. In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to **pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965**, and submit proof towards effecting payment of Bonus.

8. The successful bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the **Workmen's Compensation Act 1923**. Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the successful bidder or his agents or his employees in carrying out the job of the successful bidder.

9. The successful bidder shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties. The successful bidder shall be liable to bear damage under **Employers Liability Act 1938 and amendments 1970** thereof, the expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter.

10. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.



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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.

“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)



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ANNEXURE I

D. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-II attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment,/ black listing the vendor/debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	



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PRICE BID [Annexure – II]

Destination & Quantity of Empty Steel Barrels to be transported during the period October 2019 to September 2020 extendable for further 12 months.

SCOPE OF WORK: Transportation of Empty MS Barrels of 210Ltrs. Capacity with dimensions 600mm \varnothing x 900mm height and weighing approximately 15Kgs. to 24Kgs. by road in MARKET TRUCKS (with minimum carrying capacity of 100 Barrel) by road from Barrel Plant, Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai-68 to our <u>various customer destinations located within South India</u> for the period from October 2019 to September 2020 (12 Month).					
SCHEDULE OF REQUIREMENT					
SNo	Destination	Loading Type	Est. Qty. No.	Unit	Barrel Transport Rate
					Rate / Barrel with Loading & Unloading
1.	Pondicherry (UT) "Mannadipet"	VERTICAL / HORIZONTAL (110 NOS)	10560	Number	
2.	Pondicherry (UT)	VERTICAL (80 NOS)	2000	Number	
3.	Hindupur	VERTICAL / HORIZONTAL (110 NOS)	600	Number	



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A. PROFORMA for BG as SD.

ANNEXURE-III

(To be provided by successful bidder only)

Proforma of the Bank Guarantee
(Security Deposit – 5% of order value)

BALMER LAWRIE & CO. LTD.

**5, J N HEREDIA MARG, BALLARD ESTATE,
MUMBAI – 400 001.**

Dear Sir,

That Messrs./Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. _____ dated _____ (hereinafter referred as “the said Tender”) for Transport of Barrel and in pursuance thereto an Order being No. _____ dated _____ (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

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

Yours faithfully,

Dated:



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CONDITIONS FOR ONLINE BID SUBMISSION

Annexure - IV

1. Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport@c1india.com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Mr. N D Yadav, Mob.08879294183, Land Line No.022 66258191, e.mail: yadav.nd@balmerlawrie.com

2. Pre-Requisites before Login to System (Software requirements.)

a. Minimum System Requirements:

- Pentium IV or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

b. Operating System:

- Windows 2000 Professional
- Windows XP

c. Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

d. Java Component:

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

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

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

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

6. **Submission of Hard copies:** After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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



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ANNEXURE-V

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**
 - to comply with the laws of the applicable legal system(s).
- **Prohibition of corruption and bribery**
 - to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law
- **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**
 - 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**
 - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - to comply with the principles of non-discrimination with regard to supplier selection and treatment.



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DECLARATION BY MSE BIDDER

(ANNEXURE – VI)

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)



Balmer Lawrie & Co. Ltd.

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ANNEXURE – VII

TRUCK INSPECTION SHEET		
		Date-
		Vehicle No -
		Transporter -
Sl no	Inspection Parameter as per tender terms	Yes / No
1	Drivers should possess a valid driving license.	
2	Insurance validity	
3	Permit validity	
4	Each truck should have a cleaner	
5	Driver and cleaner should wear Shirt and Pant only.	
6	Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.	
7	Truck platform to be free from rust, dents sharp areas and uneven surfaces.	
8	All the tyres should have proper treads.	
9	Head lights, indicators and reverse horn to be in working condition.	
10	All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.	
13	Over all trucks should be in a well maintained condition.	
14	Truck should be properly covered by new / good 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	
	Inspected by	
	Signature	
	Name-	



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Annexure –VIII

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/offering.

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



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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



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

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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;



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- 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.



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Helpdesk

For any payment related clarification/ assistance users may contact our helpdesk executives (Email- 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.