



Public Tender for Transportation of MS Empty Tight Head & Open Head Barrels by road from our plant located at Asaoti (Faridabad) to our customers at various destinations.

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

Tender No. 0100PE1805 dt.01.03.2021 Due on 12.03.2021 at 14:00 hours

Balmer Lawrie & Co. Ltd., Industrial Packaging invites Online bids from resourceful and reputed transporters having **Dedicated Trucks** for carrying out Transportation of Empty MS Barrels of 200Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road from, **Industrial Packaging, Village-Piyala, Post-Asaoti, Dist-Faridabad (HARYANA) to various customers located within Northern India** for the period **from April, 2021 to March, 2023 (24 Months) and further extendable for another 12 months with mutual agreement.**

1. SALIENT FEATURES OF THE TENDER:

- i. Pre Bid meeting for clarification regarding tender terms and conditions at office of Plant Head at **Industrial Packaging, Village-Piyala, Post-Asaoti, Dist-Faridabad (HARYANA)**
- ii. **Pre- Qualification Criteria for bidders**
- iii. Tender Category – Two Bid Tender [**Un priced Bid & Price Bid**]
- iv. Tender Type – **National Competitive Bidding e-bidding**
- v. Evaluation Type - **Item-wise: Prices are compared at individual item level.**
- vi. **Payment of Earnest Money Deposit / Security Deposit**
- vii. **Price Escalation / De-Escalation on increase/decrease of HSD price.**
- viii. Annexures for declaration by vendors CPPP Declaration, GST Compliance, Details of Vendor, Purchase Preference for Make in India and MSE suppliers, Bid Securing Declaration, and Restriction on ground of Defense of India & National Security, Policy for Black Listing.

2. TENDER DETAILS

Tender Documents comprises two parts viz. **Part-I (Un-priced), 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.

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. **Bhavik Oza (Dy. Manager-SCM) Ph. No. 022-66258191, 08347596999.**

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

A. TENDER SUBMISSION

The 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.



SBU – Industrial Packaging

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

Phone: 022 66258191.

Tender No : 0100PE1805 dated 01.03.2021 due on 12.03.2021

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

3. TENDER BASE INFORMATION		
a.	Tender No.	: 0100PE1805 dt.01.03.2021
b.	Tender Title	: Transportation of 210 ltrs / 180 kgs capacity MS Empty Tight Head & Open Head Barrel by road in Dedicated Trucks from Industrial Packaging, Asaoti to our various customers
c.	Tender Description	: Transportation of 210 /180 L capacity MS Empty Tight Head & Open Head Barrels with dimensions 600mm Ø x 900mm height and weighing approximately 15 to 25 Kgs. by road from our Industrial Packaging located at Industrial Packaging, Village-Piyala, Asaoti to our various customers for the period from April 2021 to March'2023 (extendable 12 more months on mutual consent).
d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, Inter-national Competitive Bidding–ICB)	: N C B
e.	Factory / Division	: Industrial Packaging, Asaoti (Faridabad)
f.	Currency (India Rupees / U S Dollars)	: INDIAN RUPEES
g.	Section / Sub-division	: -
h.	Tender Category (Single Bid / Two Bid / EOI)	: TWO BID TENDER
i.	Evaluation Type: (Item-wise : Rates are compared at individual item level , Schedule-wise : Rates are compared as groups of similar items)	: ITEM-WISE
j.	Estimated Value (min)	: N.A.
k.	Estimated Value (max)	: N.A.

5. PRE- QUALIFICATION CRITERIA	
1.	The bidder shall have minimum of Two years' experience in transportation of barrels with reputed companies [copy of customer's certificate / PO in support of experience to be submitted].
2.	The bidder should have a minimum average annual turnover of Rs. 50.00 lakhs in the last two financial years [i.e.18-19 & 19-20] 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.
3.	The bidder should own / have attached A) minimum of 10 Trucks for barrel transportation work, of which a minimum of 5 Trucks must be their own Dedicated Trucks and 5 Trucks may be Attached / Leased having minimum capacity of 200 & above empty barrel (Horizontal Loading / vertical loading) . The bidder has to provide the details such as copies of RC Book, Insurance, Permit, Size / Dimension etc. for the above trucks.
4.	The bidder shall have executed at least one single order value of minimum 10.00 lacs in any one year of the last three financial years [PO copies to be furnished]
5.	Age of the vehicle should not be more than 8 years as on 01.04.2021.
6.	Copy of PAN number to be enclosed. <ul style="list-style-type: none">• Please note, only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid subsequently.



7. Relaxation in the criteria on Minimum Carrying Capacity, Experience, Turnover and value of Single Order Executed will be considered for Trial Order (maximum up to 10 % of quantity) at the discretion of the company subject to the bidder owning or attaching minimum of 5 Trucks of dimension of minimum 32'X8'X8' or bigger.

8. Bidders have to submit the Integrity pact between Balmer Lawrie and the participating bidder as per the format laid down in Annexure: XIV, Signed & stamped copy of Integrity pact (on each page) (Annexure:XIV)

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 & inclusive of Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected. Also we are aware that the loading and unloading of barrels wherever required has to be done by us and we shall cover the loading/unloading crew with all the necessary statutory coverage such as ESI, PF, Workmen compensation etc. as required
d.	We would provide suitable Dedicated trucks for transporting barrel with a minimum carrying capacity of above 200 Barrels by horizontal loading / Vertical Loading* style (for 200Litres cap. barrels). *** – Only for some designated destinations as given in the scope of work
e.	We are aware that the contract may be extended for a further period of 12 months prior to expiry of the contract at the same terms and conditions on agreement.
f.	We are aware that the estimated tender quantity may be increased / decreased by 20% at BLCL's discretion.
g.	We are aware that the company shall 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 our failure 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] at BLCL's Discretion.
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.
k.	In case of any unforeseen situation, Company reserved the right to terminate the contract or exit from the contract in any point of time during the period with a minimum notice of 2 months.
l.	The contract if any awarded against this tender will be valid for a period of 24 months
m.	We are aware of the code of conduct as attached with this tender
n.	We are aware of the HSE clause and associated non-compliance penalty thereof.



8. AWARD OF CONTRACT

For each of the destination of this tender, the company desires to retain multiple transporters for operational reasons. The company shall distribute the order in two lots **Lot – A** , **Lot – B** as detailed below :-

Lot - A	Indicated quantity – 10000 or below	100%	Order will be awarded to only L1 bidder
Lot – B	Indicated quantity – equal to and more than 10001	70 : 30 ratio	Order will be awarded to L1 & L2 bidder Wherein L2 bidder matches L1 rate.

- 1) The **destination wise Lowest quoted rates would be considered** for arriving at the L1 [Lowest quoted bidder] status
 - i) Order distribution will be done as per the above table.
 - 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 (100%) on the L1 bidder.
 - iv) In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
 - v) In the event of more than one L2/L3/L4...etc bidder for any destination, then the Lot B quantity for the particular destination would be equally distributed among the L2/L3/L4 ...etc bidders subject to matching the L1 rate and opportunity to match L1 rate shall be as per status of bidder i.e first opportunity shall be presented to L2 bidders and in the event of, L2 bidders 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.
 - vi) In the event of more than one L2/L3/L4 bidders and one or more L2 / L3 / L4 bidder do not agree to match L1 rate and the rest agree to match the L1 rate then Lot B quantity shall be placed / distributed as the case may be among the agreeing L2/L3/L4 ...etc bidders.
Probable scenario – If there is tie at L2 status between 3 bidders then all three L2 bidders will be presented with an opportunity to match L1 rate and if one L2 bidder rejects the offer and rest 2 bidders agree to match L1 rate then Lot B quantity shall be equally distributed among the two L2 bidders who agreed to match the L1 rate. In the event if two out three L2 bidders reject the offer then whole Lot B quantity shall be offered to third L2 bidder subject to matching L1 rate.
 - vii) **The quantity mentioned is merely indicative** and the company cannot give any commitment.
 - viii) The decision of the company is final in retaining more than one transporter.
- 2) The company with mutual agreement with the successful bidder
 - a) Shall extend the contract for further period of **ONE YEAR** at the same terms and conditions prior to expiry of the contract.

8 PRICE ESCALATION / DE-ESCALATION:

- i. The rate quoted by the bidder will be firm throughout the contract period except for escalation / de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).
- ii. Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- iii. Escalation / De-escalation clause shall be applicable only, when the impact of series of diesel price increase / decrease results in accumulated net increase/ decrease of **Rs. 2.00/- per Litre (Rs. Two only)**.
- iv. Such increase / decrease shall be applicable only for the prospective period from the date, on which the accumulated impact reaches Rs. 2.00 and above.
- v. The formula for escalation / de-escalation of transport charges is as follows:
$$0.20 \times \frac{A \times (C - B)}{B}$$

A = Base Rate for transportation as per contract and then ref rate prior to change due to fuel escalation/de-escalation.
B = Ruling price of HSD applicable at Asaoti as on date of tender and then ref rate after incre/decr of more than Rs.2.00/-C
= Revised price of HSD at Asaoti.
- 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.



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- 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 at Asaoti (Faridabad) is Rs 77.33 per Litre on 03.02.2021
- 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	210 Litre nominal empty MS Tight Head / Open Head Barrel.
Specifications	1. Empty Steel Barrels of 210 Litre nominal capacity Tight Head / 180 kgs Open Head with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs.
	2. The trucks should have absolutely even floor without any protrusions from the sides and with proper rubber beading along the side support angles.
	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 / covered trucks, 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.

10 TENTATIVE QUANTITY

11,30,400 Barrels (Approx) having minimum capacity of 200 & above empty barrel (Horizontal Loading /vertical loading) for Two Year.

11 SCHEDULE OF REQUIREMENT

Please refer attached Annexure



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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.	Date of Incorporation	:	
6.	Turnover of the company for the last Two years (2018-19 & 2019-20)	:	
7.	No. of trucks dedicated / owned by the Company with model & Capacity (Attach copy of registration)	:	
8.	Size of the Truck Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos. Min: 32 ' X 8' X 8'	:	
9.	No. of trucks that can be leased / hired per day.	:	
10.	Address of the Local Branch Office with telephone no. and Name of the contact person / Branch Manager.	:	
11.	List of Parties with whom you have done Transportation contract work during the last 3 years - Attach Xerox copies	:	
12.	No of trucks having State Permit (mention clearly the States)	:	
13.	Provide Name, address & telephone no etc of your Bankers. (Solvency Certificate from your Bankers should be enclosed with the tender.	:	
14.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:	
15.	Do you have any legal cases pending with the Court. If so, please provide details.	:	
16.	PAN NO.	:	
17.	GST REGN. NO.	:	
18.	CONTACT PERSON & PHONE NO.	:	
19.	Certificate of Common Carrier Registration issued by Ministry of Road Transport & Highways (Central Government) [if any]	:	

Note: The bidder is requested to enclose the documented 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 / 180 kgs capacity MS Empty Tight Head / Open Head Steel Barrels of 200Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road in from, **Industrial Packaging, Village-Piyala, Post-Asaoti, Dist-Faridabad (HARYANA)** to our various customers located in & around Northern Region.
 2. **Period of Contract: From April, 2021 to March, 2023 (extendable for 12 Months).**
The contract if any awarded against this Tender will be valid for a period of **24 Months**. The company may extend the contract for a further period of **12 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 of opening of price bid.**
 6. **The quantity mentioned under schedule of requirement is merely indicative** and the company cannot give any commitment. The company may enhance / reduce the ordered **quantity by 20% at BLCL's discretion.**
 7. The rate quoted shall be on "**per Barrel Basis**" only and the **Rate quoted would inclusive of loading & unloading charges & inclusive of toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.**
 8. Transporter to ensure return of HDPE bags at Plant provided by BL as packaging of drums within seven to ten days of delivery as customer end. New bags will be provided by BL on return of Damaged bags on BL cost.
 9. **Stacking / Loading & Unloading of Barrels:**
 - i. **Stacking of Barrel:** The **barrels shall be stacked only in HORIZONTAL or VERTICAL (for two location) condition in 200 & above capacity** vehicle. The same capacity of truck can also be used for less than 200 of barrels with a minimum guaranteed load of 180.
 - ii. **Loading & Unloading Charges (at Asaoti)** : Under successful transporter's scope.
 - iii. Any locations where unloading charges are charged more than the amount specified above, the same will be reimbursed at actual on verification & certified jointly by our Marketing & Sales & Admin Department.
 - vi. **Working Hours (at Asaoti)** : 8.00am to 6.00pm (working in two shifts)
 - vii. 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. To minimize the transportation cost, it is advisable to transport more number of barrels horizontally per truck than the above specified quantity by suitably modifying the body of the truck.
 10. 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.
 11. Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.
 12. **Earnest Money Deposit [EMD]** : EMD is not applicable to this tender. Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per annexure – VII (B)
 13. **Security Deposit [SD]**: The SD amount payable by the successful bidder would be **3%** of the contract value subject to maximum of **Rs.5.00Lacs** 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 **36 Months** for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company at the end of the tender document 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.



14. Payment :

- i. The successful bidder shall submit the bills on **FORTNIGHT 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 after **15days** 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.

15. Detention Charges :

The company will pay detention charges @ Rs.1000/- 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 on submission of proof* of reporting and release of time and date at destination.

It is the responsibility of the transporter to communicate by mail to Sales & Admin Dept of Asaoti if truck detained beyond 24 hours with details in next day and also to obtain acknowledgement of date & time of reporting at customer's premises & also the date & time of leaving the customer's premises failing which no detention charges will be paid by Balmer Lawrie.

*- Following supporting proof acceptable

1. Acknowledgement of date & time of reporting at customer's premises & also the date & time of leaving the customer's premises or
2. GPS enabled vehicle tracking system record.

16. **Octroi:** If any will be reimbursed by the company at actual on the date of delivery against production of proof of payments. Reimbursement will be limited to the actual octroi charges and shall not include incidental expenses / charges incurred if any.
17. **Toll Tax:** The rates shall be inclusive of toll charges. However, the tenderer should declare the toll charges currently applicable for each destinations. In the event of any increase / decrease in the toll charges or any fresh toll charges in future, the transporters rate shall accordingly be increased / decreased. Transporter has to give documentary proof for such revision.
18. **Up-liftment of Rejected Barrel:** Rejected barrels, if any, will be collected back from the customer's premises as per the prevailing rate. Loading & unloading charges would be reimbursed on actual.
19. For truck having capacity of minimum 200 & above and If the lot size is less than 180 barrels per truck load payment will be made for minimum 180 barrels.
20. **Transit Insurance:** Balmer Lawrie shall take transit insurance 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 immediately to Balmer Lawrie-Asaoti. It will be responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.
21. **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 telephonic/written 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.
22. **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.
23. **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.**
24. 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



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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.

26. **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.
27. **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 levelled 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.
28. **Health, Safety & Environment Standard :** The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the **HSE requirements of our customers**. The list of the HSE qualification norms are listed below:
- Drivers should possess a valid original driving license and Registration Certificate of the Truck (original preferred)
 - Each truck should have a helper/cleaner.
 - Driver and cleaner should wear Shirt and Pant only.
 - Driver, helper/cleaner and the unloading crew should wear Helmets and safety shoes.
 - Truck platform and side walls to be free from rust, dents sharp areas and uneven surfaces.
 - All the tyres should have proper treads.
 - Head lights, indicators and reverse horn to be in working condition.
 - All the trucks should have a valid pollution / emission control certificate (original preferred) apart from other statutory requirements.
 - Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.
 - The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
 - Over all trucks should be in a well maintained condition.

Copy of the HSHE Policy of some of our customers will be provided to successful bidders and this must be strictly adhered at our customer premises namely M/s. CASTROL, M/s. BASF, M/s. COVESTRO, M/s. FIRMENICH, & Other Multinational Co's.

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

Failure in compliance on HSE by any transporter will attract fine of Rs.5000.00 for each incidence for more than one incidence in a month. If such failure for any transporter is frequent (more than 5 times) within a times span of six months, the penalty would be Rs.10000.00 per failed truck.

29. 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.

Place:

Date:

(Signature of the tenderer with seal)



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Tender No : 0100PE1805 dated 01.03.2021 due on 12.03.2021

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, successor's 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. **The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.**
6. **Octroi:** If any will be reimbursed by the company at actual on the date of delivery against production of proof of payments. Reimbursement will be limited to the actual octroi charges and shall not include incidental expenses / charges incurred if any.
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. 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.
11. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within (Faridabad) Haryana jurisdiction.
12. The successful bidder will have to provide agreed number of sturdy tucks in good working condition every morning to clear the entire quantity of barrels scheduled for despatch. Schedule will be given one day in advance to your representative. Further also increase trucks as required based on intimation from time to time during the contract period.
13. 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.
14. 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.
15. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
16. 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.
17. 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.



SBU – Industrial Packaging

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

Phone: 022 66258191.

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18. 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.
19. 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 break lights should be in working condition. The load carrying capacity to be written in predominant place.
20. 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.
21. 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.
22. The Company reserves the right to cancel the tender without assigning any reasons.
23. **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.

Place:

Date:

(Signature of the tenderer with seal)



Balmer Lawrie & Co. Ltd.

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Annexure I

Schedule of requirement as detailed given below with truck capacity, destination & quantity of Empty Steel Barrels to be transported during the period April, 2021 to March, 2023 extendable for further one year

SL no	Destination	Type of loading	Qty
1	Agra	Horizontal	30000
2	Alwar	Horizontal	10000
3	Anantpur/ Hyderabad	Vertical	12000
4	Asaoti	Horizontal	4000
5	Bahadarabad(Uttarakhand)	Horizontal	12000
6	Bahadurgarh	Horizontal	30000
7	Ballabhgarh/Faridabad/Palwal	Horizontal	2000
8	Barabanki	Vertical	4000
9	Baraut (UP)	Horizontal	14000
10	Bareilly	Vertical	12000
11	Barotiwala/Baddi/Parwanoo	Vertical	2000
12	Bawal	Vertical	40000
13	Bhatinda	Vertical	12000
14	Bhiwadi/Rewari/Dharuhera	Horizontal	8000
15	Binola (Gurgaon)	Horizontal	4000
16	Budaun	Vertical	10000
17	Chandausi/Sambhal	Vertical	8000
18	Chandigarh/Mohali/Panchkula	Vertical	6000
19	Delhi	Horizontal	4000
20	Dhanora Mandi	Vertical	12000
21	Durg, Chattisgarh	Vertical	6000
22	Gajraula	Vertical	36000
23	Ghaziabad	Vertical	10000
24	Gr. Noida	Horizontal	80000
25	Gurgaon	Vertical	24000
26	Hapur	Vertical	6000
27	Hissar 210 Lt	Horizontal	6000
28	Hissar 105 Lt	Vertical	6000
29	Jaipur	Horizontal	6000
30	Jammu/Kathua/Samba	Horizontal	56000
31	Jhansi	Horizontal	24000
32	Kanpur/Jainpur/ Sandila	Horizontal	12000
33	Kashipur	Horizontal	20000
34	Kosi Kalan	Horizontal	2000
35	Kotputli	Horizontal	4000
36	Lucknow	Vertical	2400
37	Malerkotla/Barnala/Dhuri	Horizontal	60000
38	Manesar	Vertical	130000
39	Mathura/ Bharatpur	Horizontal	24000
40	Nagda	Vertical	48000



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41	Nagpur/ Pune/ Silvassa/Navi Mumbai/ Saykha	Vertical	18000
42	Neemrana	Horizontal	30000
43	Noida	Vertical	144000
44	Rajpura/ Derabassi/ Lalru	Vertical	24000
45	Rampur	Horizontal	30000
46	Rohtak	Horizontal	10000
47	Saharanpur/Bijnor/Dhampur	Horizontal	6000
48	Sikandrabad	Horizontal	20000
49	Sonepat	Horizontal	50000

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

Transporting barrel with a **minimum carrying capacity of above 200 Barrels by horizontal loading (for 210Litres cap. barrels).**

Place:

Date:

(Signature of the tenderer with seal)





Balmer Lawrie & Co. Ltd.

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Phone:022 66258191.

Tender No : 0100PE1805 dated 01.03.2021 due on 12.03.2021

Annexure II

PRICE BID

Destination & Quantity of Empty Steel Barrels to be transported during the period April, 2021 to March, 2023 extendable for further one year

SL no	Destination	Type of loading	Qty	Rate/Barrel
1	Agra	Horizontal	30000	
2	Alwar	Horizontal	10000	
3	Anantpur/ Hyderabad	Vertical	12000	
4	Asaoti	Horizontal	4000	
5	Bahadarabad(Uttarakhand)	Horizontal	12000	
6	Bahadurgarh	Horizontal	30000	
7	Ballabgarh/Faridabad/Palwal	Horizontal	2000	
8	Barabanki	Vertical	4000	
9	Baraut (UP)	Horizontal	14000	
10	Bareilly	Vertical	12000	
11	Barotiwala/Baddi/Parwanoo	Vertical	2000	
12	Bawal	Vertical	40000	
13	Bhatinda	Vertical	12000	
14	Bhiwadi/Rewari/Dharuhera	Horizontal	8000	
15	Binola (Gurgaon)	Horizontal	4000	
16	Budaun	Vertical	10000	
17	Chandausi/Sambhal	Vertical	8000	
18	Chandigarh/Mohali/Panchkula	Vertical	6000	
19	Delhi	Horizontal	4000	
20	Dhanora Mandi	Vertical	12000	
21	Durg, Chattisgarh	Vertical	6000	
22	Gajraula	Vertical	36000	
23	Ghaziabad	Vertical	10000	
24	Gr. Noida	Horizontal	80000	
25	Gurgaon	Vertical	24000	
26	Hapur	Vertical	6000	
27	Hissar 210 Lt	Horizontal	6000	
28	Hissar 105 Lt	Vertical	6000	
29	Jaipur	Horizontal	6000	
30	Jammu/Kathua/Samba	Horizontal	56000	
31	Jhansi	Horizontal	24000	
32	Kanpur/Jainpur/ Sandila	Horizontal	12000	
33	Kashipur	Horizontal	20000	
34	Kosi Kalan	Horizontal	2000	
35	Kotputli	Horizontal	4000	
36	Lucknow	Vertical	2400	
37	Malerkotla/Barnala/Dhuri	Horizontal	60000	
38	Manesar	Vertical	130000	
39	Mathura/ Bharatpur	Horizontal	24000	



Balmer Lawrie & Co. Ltd.

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Phone: 022 66258191.

Tender No : 0100PE1805 dated 01.03.2021 due on 12.03.2021

40	Nagda	Vertical	48000	
41	Nagpur/ Pune/ Silvassa/Navi Mumbai/ Saykha	Vertical	18000	
42	Neemrana	Horizontal	30000	
43	Noida	Vertical	144000	
44	Rajpura/ Derabassi/ Lalru	Vertical	24000	
45	Rampur	Horizontal	30000	
46	Rohtak	Horizontal	10000	
47	Saharanpur/Bijnor/Dhampur	Horizontal	6000	
48	Sikandrabad	Horizontal	20000	
49	Sonepat	Horizontal	50000	

The quoted rates shall be inclusive of loading and unloading.

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)





Annexure III

C CONDITIONS FOR ONLINE e-BID SUBMISSION

- 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 below. The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- Registration with e-Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.govtprocurement.com>
- Digital Certificate Authentication:** The bidder shall authenticate the bid with his Digital Certificate 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.
- 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 opening of Techno-commercial / Un-priced bid. The bidder shall furnish the original DD / Bank Guarantee 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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

- Corrigendum to tender:** The bidder has to keep track of any changes by viewing the addendum / Corrigendum's 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.
- 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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

- Disclaimer Clause:** The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is not responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

- The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e.bidding.**

Contact details

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. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		



(To be provided by successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit)

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 “Transportation of M S Empty Barrels” 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:



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.



ट्रक निरीक्षण चेकलिस्ट TRUCK INSPECTION CHECKLIST		
तारीख Date -		
वाहन नंबर Vehicle No - ट्रांसपोर्टर Transporter -		
S.No.	निवेदा शर्तों के अनुसार निरीक्षण पैरामीटर Inspection Parameter as per terms	हां/ ना Yes /No :
1	डाइवर के पास वैध ड्राइविंग लाइसेंस होना चाहिए। Drivers should possess a valid driving license	
2	बीमा वैधता Insurance validity	
3	परमिट की वैधता Permit validity	
4	प्रत्येक ट्रक में एक क्लीनर होना चाहिए Each truck should have a cleaner	
5	चालक और क्लीनर शर्ट और पैंट ही पहनना चाहिए। Driver & cleaner should wear Shirt & Pant	
6	चालक, क्लीनर और अनलोडिंग चालक दल के लिए हेलमेट पहनना चाहिए, और सुरक्षा के जूते Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.	
7	ट्रक के उंदर पूरी की सतह समान होना, तेज धार और ओसमान नहीं होना चाहीये Truck platform to be free from rust, dents sharp areas and uneven surfaces.	
8	सभी टायर उचित ट्रेड्स होनी चाहिए। All the tyres should have proper treads.	
9	सामने रोशनी, संकेतक और रिवर्स हॉर्न काम करने की हालत होने चाहिए। Head lights, indicators and reverse horn to be in working condition.	
10	सभी ट्रकों को एक वैध प्रदूषण / उत्सर्जन नियंत्रण प्रमाण पत्र के अलावा अन्य सांविधिक आवश्यकताओं से परिपूर्ण होना चाहिये। All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.	
11	कुल मिलाकर ट्रक पूरी तरह से सुसज्जित हैं। Over all trucks should be clean & in a well maintained condition.	
12	ट्रक ठीक से नए / अच्छा tarpulin द्वारा ढका है या नहीं Truck should be properly covered by new / good tarpulin.	
13	क्रॉस एंगल और घार वाले स्थान रबर पैड के साथ ढका है या नहीं Cross angles and reapers covered with rubber pad.	
14	वाहन का माप आर सी किताब के अनुसार है या नहीं ! Whether vehicle dimension is as per RC book.	
15	Hooks provision availability inside the trailer to tie the ropes for partial loads आंशिक भार के लिए रस्सियों को टाई करने के लिए ट्रेलर के अंदर हुक प्रावधान उपलब्ध होना चाहिए	
द्वारा निरीक्षण Inspected by		सुरक्षा गार्ड द्वारा सत्यापित Verified by Security Guard



VII DECLARATION

CPPP DECLARATION

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 / proprietors is a female – Yes / No [Kindly tick the appropriate category].



GST Compliances

Annexure -VIII

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VI 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] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.
- [8] **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	



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258191.

Tender No : 0100PE1805 dated 01.03.2021 due on 12.03.2021

ANNEXURE-IX

DETAILS OF VENDOR

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	



K. ANNEXURE –X: Purchase Preference for Make in India and MSE suppliers

1. Purchase Preference under Public Procurement (Preference to Make in India) Order:

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*“Margin of purchase preference” means the maximum extent to which the price quoted by a *Class-I local supplier’ may be above the L1 for the purpose of purchase preference.*

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **divisible**”

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020.



XI - DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

I/We, M/s....., address....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

Domestic Content (%) –

Imported Content (%) –

It is also declared that the value addition for the material supplied/ to be supplied is made at following locations:

- a)
- b)
- c).....
- d).....

Authorized Signatory,

XII DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD –

“BID SECURITY DECLARATION”

Dated

We _____ (Name the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period of two years or the contract period whichever is later

Authorized Signatory,



Restrictions on Ground of Defense of India and national Security:

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-



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compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

XIII DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD FOR RESTRICTIONS ON GROUND OF DEFENSE OF INDIA AND NATIONAL SECURITY

Dated -

We _____ (Name the bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that this bidder is not from such a country and is eligible to be considered.

Authorized Signatory,



A. Annexure XIV – Integrity Pact

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

_____, hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Post production miscellaneous activities for all types of barrels and activities related to incoming of materials/customer rejected materials at IP, Talaja.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the



bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure –IX (A)**

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - IX(B).**

Section 4: Compensation for Damages

- If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity



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Pact, and to submit it to the Principal before contract signing.

b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

(a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.

(c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.

(h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(i) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Note : (The periods may be extended to suit the individual unit's requirements)

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

Section 10 - Other provisions

a. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.



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- b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
c. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)



ANNEXURE: XIV(A)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL Units shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.



ANNEXURE: XIV(B)

Balmer Lawrie Policy on Black Listing

Introduction

In the endeavour to maintain and foster ethical and corruption free business environment, the Supply Chain/Purchase/Contract & Procurement Procedure is being streamlined to include provision for banning or putting on holiday list vendor/supplier/contractor/consultant indulging in Corrupt, Fraudulent, Coercive and Collusive practices including laxy in services. In view of the complexity of the issue, it has become necessary to develop a comprehensive Policy encompassing the views of all stakeholders, our experience of Supply chain/ Purchase/ Project Execution / Services.

In the course of contracting, one has to deal with various vendors / suppliers / contractors /consultants who are expected to adopt and maintain highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken by them. Any aberration, deviation and violation from the expected standards of supplies/services/ behaviour of the contracting agencies need to be dealt with appropriately so that it becomes a deterrent for all.

This policy is aimed at blacklisting the errant vendors and service providers by following laid down procedure.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given here in under is to be used for all Supply Chain/ Contracts/Services and Purchases functions across Balmer Lawrie & Co. Ltd.

Balmer Lawrie Purchase Manual provides for evaluation of performance of Vendors/ Suppliers /Contractors/ Consultants. Further, Fraud Prevention Policy of Balmer Lawrie also covers vendors, suppliers, contractors, service providers, consultants or any other external agency/person having business relationship and/or associated with the company in any manner, as well as their representatives.

This Policy contains provision for putting a Vendor/Supplier/ Contractor/Consultant on Suspension and/or on banning list if such agency indulged in corrupt/fraudulent/ collusive/coercive practice or failed to render services as per acceptable standards.

A. Definitions

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

Contd../2



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- "Corrupt Practice" also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.
- A.3 "Collusive Practice amongst bidders(prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improper actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.
- A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/Functions under respective Directors.
- A.8 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ ies and shall be the "Director" concerned.
- A.9 "Alied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common.
 - (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
 - (c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.
- A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.



B. Actions against bidder(s) indulging in corrupt / fraudulent / collusive / coercive practice

B.1 The Competent Authority for Banning of any agency is the Director (In-Charge) of the SBU/Function.

B.2 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/bids evaluation stage that a bidder has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Balmer Lawrie & Co. Ltd. for a period specified in para B2.2 below from the date of issue of banning order.

A Vendor can also be banned for future business if he fails to supply products/services as per standards as prescribed in the tender or to the satisfaction of the company and its representative (s).

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

If an agency, is found to have indulged in corrupt / fraudulent/ collusive /coercive practices, during execution of contract, the agency shall be banned from entering into any for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

The concerned order (s) / contract(s) where corrupt / fraudulent/collusive / coercive practices or failure to provide standard products/services is observed, shall be suspended with immediate effect by SBU / Function Head whereby the supply/ work/ service and payment etc. will be suspended. Action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s) / contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s) / contract (s) shall also be encashed. The amount that may have become due to the contractor on account of work already executed by him satisfactorily shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. Any amount due on account of supply of poor quality of products/services shall not be payable. In case of poor quality of supplies then no amount is payable to the vendor. In case the Company get the supply of same goods from another party for the higher cost for meeting quality requirements such cost also will be recovered from the errant supplier / vendor.



- (ii) After execution of contract and during Defect liability period (DLP) / Warranty / Guarantee period :

If an agency / vendor / service provider is found to have indulged in corrupt / fraudulent / collusive / coercive practices, or supply of poor quality of goods / products / services, after execution of contract and during DLP/ Warranty / Guarantee Period, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B.2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be encashed.

- (iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt /fraudulent/ collusive/coercive practices or supply of poor quality products /services after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B.2.2 below from the date of issue of banning order

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and ordinarily the period for which agency is banned should not be less than 6 months and should not exceed 3 years. However, in extraordinary circumstances, the period can be more than 3 years depending on the gravity of violations.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

B.2.3 Exceptional Cases:

- B.2.3.1 However as an exception, the ongoing order (s) / contract (s) where corrupt / fraudulent / collusive / coercive practice has been observed, or there has been a failure to adhere to the standards, the agency may be allowed to complete the supply / job in case of following situations :

- a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and;
- b) The supply / job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

However, the discretion for the same rests solely with the company / its representative (s) and the vendor / contractor / supplier shall not have any right to demand the same.



- B.2.3.2 The approval for allowing the agency to complete the supply / job is to be obtained from Director concerned based on the detailed deliberation / recommendation of the committee consisting of Head of SCM / Purchase, A&F, SBU / Function Head of the SBU. Such recommendation shall be put up to Director concerned through Corporate A & F Department and Corporate Legal department with their comments.

Further, all such cases shall also be put up to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply / job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/contract.

- B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG) of such agency against the order(s)/contract(s) where agency is allowed to complete the supply/job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on banning list from the date of banning order.

Also, in the event the contract is terminated owing to poor quality of products/services the CPBG may be encashed by the company.

C Effect of banning on other ongoing contracts/tenders

- C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders
- C.2 However, if such an agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :
- C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.



D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated By SCM/Purchase Department of the SBU/Function when

- i. Complaint from the indenting users' department / employees against the unsatisfactory / inferior / substandard service / product given by the Service Provider / Contractor / Vendor.
- ii. Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- iii. Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- iv. Non-performance of Vendor / Supplier / Service provider / Contractor / Consultant leading to termination of Contract / Order
- v. The vendors / bidders / suppliers quoting wrong and misleading information while quoting for a Tender and the same is found out by the Tender Committee while preparing the TCR can also suspend such agency/bidder under these rules.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by two months at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

In the cases of supply of poor quality products / rendering poor services, a recommendation for suspension can be ordered by a committee comprising indenting department head, Purchase / SCM head & SBU / Function Head.

D.2.2 The suspension order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU Heads by CSM/Purchase Department of the SBU/Function. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated in writing to the agency.



D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) The agency is put on suspension list and (ii) Why action should not be taken for banning the agency for future business from Balmer Lawrie.

The competent authority to approve the suspension will be same as that for according approval for banning,

D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. D.1.

D.3 **Effect of Suspension of business:**

Effect of suspension on other on-going / future tenders will be as under:

D.3.1 No enquiry / bid / tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 After issue of the enquiry / bid / tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud / mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/order(s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of NIT.

E **Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice**



SBU – Industrial Packaging

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

Phone: 022 66258191.

Tender No : 0100PE1805 dated 01.03.2021 due on 12.03.2021

- (i) If Project Manager/Project In-Charge / HOD / Dealing Purchase Officer/SCM Executive or any other authority of Balmer Lawrie, receive/acquire conclusive evidence of any corrupt/ fraudulent/collusive/coercive practice/ activity, the concerned should immediately initiate action for putting Agency/vendor/supplier/service provider on banning list as per extant procedure.
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of SCM, A&F and Head of SBU will examine the case in detail.
- (iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the concerned Director through Corporate A&F Department & Corporate Legal along with a draft Show Cause notice providing a final opportunity to the alleged defaulter to defend his case.

The show cause notice should contain all the allegations towards the breach committed by Agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with Show Cause notice.

If the Agency desires for personal hearing, the same can also be given.

However, the above provision for personal hearing shall not be made a part of Show Cause notice

- (iv) After obtaining approval from the concerned Director, SCM/Purchase Department of the SBU will issue the Show Cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the Show Cause notice if the agency seeks any additional document (applicable only once), the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted. However, the agency cannot and shall not be allowed to seek documents repeatedly and seek extension of time on this ground to respond.

- (v) On receipt of reply in response to Show Cause notice, SCM/ Purchase Department will prepare a proposal covering point wise reply to issues brought out by the agency in their reply to Show Cause notice and forward their final recommendation for keeping the agency on Banning list or otherwise through SBU Head for obtaining the approval of the Director concerned after legal vetting through Corporate Legal department.

In case the committee recommends for putting the agency on banning list, the draft Speaking Order to be issued to the agency with reasons for putting on banning list will also be submitted along with their recommendation.



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In case Corporate Legal department make any contrary observation, the file may be referred back to , SCM/Purchase Department for further deliberations and recommendation on the observation made by the Corporate Legal Department and further submission to Competent Authority.

While according the approval, reasons are to be recorded by the Competent Authority. These reasons shall also be put up by the committee along with their recommendations. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

- (vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.
- (vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.

- (viii) The above process of banning should be completed within 04 months from initiation of case by concerned department responsible for invitation of bid.
- (ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.
- (x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases i.e. The vendor / contractor is not entitled for any compensation on account of costs already incurred etc., by him.



- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates / allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.
- (xiii) In case of contract (s)consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/ coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract (s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para B2.3 hereinabove, the agency may continue after approval from competent authority as mentioned therein.
- In case of fraudulent /corrupt /collusive/coercive practice by any member or leader itself, consortium including errant member &leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV.
- (xiv) In case any Project Management Consultant (PMC) detects the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e future business dealings
- F. Appeal against the Decision of the Competent Authority**
- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
- H. The above procedures supersede all earlier circular/clarification on the subject.
- I. This Policy on black Listing in case Corrupt / Fraudulent / Collusive / Coercive Practice /rendering poor quality products / services {Except Introduction, Sub-para B.2.3,E,H and I} shall be made a part of tender document.