



**SBU – Industrial Packaging,**  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 – 66258209/66258190  
Fax No. 091 - 022– 66258200

## NOTICE INVITING TENDER

**Tender No. 0100PE0779 dated 01.03.2017**

**Due date of Tender: 09.03.2017 at 14:00 hrs.**

### INTRODUCTION

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Talaja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **COMPREHENSIVE PUBLIC TENDER** in **TWO BID SYSTEM** under **Online e-Tender Bid submission** from resourceful and reputed transporters for carrying out **Transportation of Empty OHIP MS Barrels of 200Ltrs. capacity in CONTAINERIZED Truck (minimum carrying capacity of 180 Barrel) and MARKET Truck (minimum carrying capacity of 130 Barrel)** by road from **Barrel Plant, M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068, Tamilnadu** and **Transportation of Empty OHIP MS Barrels of 200Ltrs. capacity in CONTAINERIZED Truck (minimum carrying capacity of 180 Barrel)** from our plant **Industrial Packaging, 62, Patnam Post & Village, Thavanampalle Mandal, Araconda Road, Chittoor- 517131, Andhra Pradesh** to our customers at various destinations within South India for the period **from March 2017 to AUGUST 2017** from the of the date of intimation / placement of purchase order.

The Tender is conducted at Balmer Lawrie e-Procurement Portal: <https://balmerlawrie.eproc.in>, **bidders can down load** Tender Document from [www.balmerlawrie.com](http://www.balmerlawrie.com).

Contact details for any clarification over the tender.

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071
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Contact Nos. and email IDs for C1 India helpdesk officers

<b>1. Mr. Tirtha Das</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>
<b>2. Mr. Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>
<b>3. Mr. Siva Kumar (Chennai)</b>	<a href="mailto:siva.kumar@c1india.com">siva.kumar@c1india.com</a>	<b>+91-9042773377</b>
<b>4. Mr. Ravi Gaiwal (Mumbai)</b>	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	<b>+91-22-66865633</b>

*Or*

Balmer Lawrie's officials Contact nos. and e.mail ID's

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

**FORMAT OF TENDER DOCUMENT CONSISTS OF:**

- A. Instruction for bidders
- B. Tender Base Information
- C. Pre-Qualification Criteria
- D. Commercial Terms & Conditions
- E. General Terms & Conditions
- F. Annexure- I – Scope of Work & Schedule Of Requirement ( CONTAINERIZE Truck)
- G. Annexure- II – Scope of Work & Schedule Of Requirement ( MARKET Truck)
- H. Annexure- III Details of Bidder
- I. Annxure – IV Truck Inspection Sheet
- J. Annexure-IV - PROFORMA for BG as SD
- K. Annexure VI Supplier code of conduct

The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

**A. INSTRUCTIONS FOR BIDDERS:**

**Comprehensive Public Tender in Two Bid System under Online e-Tender Bid submission** from resourceful and reputed transporters for carrying out **Transportation of Empty OHIP MS Barrels of 200Ltrs. capacity in CONTAINERIZED Truck (minimum carrying capacity of 180 Barrel) and MARKET Truck (minimum carrying capacity of 130 Barrel) by road from Barrel Plant, M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068, Tamilnadu and Transportation of Empty OHIP MS Barrels of 200Ltrs. capacity in CONTAINERIZED Truck (minimum carrying capacity of 180 Barrel) from our plant Industrial Packaging,62, Patnam Post & Village, Thavanampalle Mandal, Araconda Road, Chittoor- 517131, Andhra Pradesh to our customers at various destinations within South India for the period **from March 2017 to AUGUST 2017** as per detailed specification contained in Annexure- I & II.**

**1. SALIENT FEATURES OF THE TENDER:**

- a. For **online e-Tender**, the bidder has to **register in Balmer Lawrie Web Portal** through M/s. **C1 India Pvt. Ltd.**, prior to their participation as per guidelines provided under "**Conditions for Online Bid Submission**" at last pages.
- b. Tender Type – **National Competitive Bidding**
- c. Tender Category – **Two Bid Tender** (The tender document comprises of **Un priced Bid & Price Bid** )
- d. Evaluation Type - **Item-wise: Prices are compared at individual item level** as well as **Type of Truck (Market / Container)**
- e. Payment of **Earnest Money Deposit / Security Deposit**
- f. **Price Escalation / De-Escalation on increase/decrease of HSD price.**
- g. **Please Refer to Annexure – I & Annexure-II for detailed Scope of Work & Schedule of Requirement.**

**2. TENDER DETAILS:**

- a. Tender Documents comprises in two parts viz. **Part-I (Un-priced Bid)** and **Part-II (Price Bid)**.
- b. 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.
- c. 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.
- d. Further, **only the Price-Bid of technically qualified (Un-priced Bid) bidders who meet the pre-qualification criteria as mentioned in the tender will be opened.**

- e. 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 / BL website [www.balmerlawrie.com](http://www.balmerlawrie.com) . The Company calling for tenders shall not be responsible for any claims/ problems arising out of this.

### 3. TENDER SUBMISSION (ONLINE):

- a. Bidders who are **submitting online** bid are requested to **submit the originals** of Demand Draft (DD) towards EMD to the tender inviting authority before opening of un-priced bid and other uploaded documents at the time of concluding agreement.
- b. The bidder shall invariably furnish the original DD to the tender inviting authority before opening of un-priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt.
- c. 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.
- d. All correspondence shall be addressed to the office of **Dy. Manager (SCM) M/s. Balmer Lawrie & Co Ltd., J N Heredia Marg, Ballard Estate , Mumbai 400 001 Land Line : 022066258191 / Fax no : 66258200.**

### 4. IMPORTANT POINTS TO BE NOTED:

- i. **Due date for bid submission 09.03.2017 at 14:00 hrs.**
- ii. All documents required in the tender can be deposited in the Tender Box at **our Ballard Estate Office, 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001.**
- iii. The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"
- iv. **BL would be the Purchaser. The successful bidder will be the Service provider.**
- v. **The transporter should be a "Registered Common Carrier". (Transporter have to furnish copy of certificate of Common Carrier Registration issued by Ministry of Road Transport and Highways)**
- vi. **This document is the Tender.**
- vii. **The Acceptance of the Order by the successful bidder will form the contract.**
- viii. **The successful bidder must ensure providing appropriate truck as against locations mentioned in Annexure – I (Container Truck) / Annexure – II (Market Truck). Further, interchange between types of trucks will not be permitted during tenure of contract.**
- ix. **Bid Security / Earnest Money Deposit (EMD)/ Bid Bond.**
- x. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- xi. **NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.**

### 5. 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 BL's Website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. **BID VALIDITY:** The Price Bid submitted by bidder shall remain valid for a period of **Three Months** from the date of opening of the Price Bid.

7. **BID REJECTION CRITERIA:** A bid may be rejected if
- If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
  - The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
  - Conflict of interest between the bidder and the Company is detected at any stage.
8. **CLARIFICATION:** Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (*Only email queries shall be replied*)
9. **COMPLETE SCOPE OF WORK:** The complete scope of work has been defined in Annexure- I & Annexure- II of respective type of Truck of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.
10. **TENDER DOCUMENTS AND DEVIATIONS:**

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document would invite immediate dis-qualification from further consideration of the bid.**

#### B. TENDER BASE INFORMATION

a.	Tender No.	:	<b>0100PE0779 dt.01.03.2017</b>
b.	Tender Title	:	
	Transportation of Empty MS Barrel by road in <b>CONTAINERIZED / MARKET TRUCKS</b> from Barrel Plant Chennai to various Customers located <b>various destinations within South India outside Chennai.</b> Transportation of Empty MS Barrel by road in <b>CONTAINERIZED</b> from Barrel Plant Chittoor to various Customers located <b>various destinations within South India.</b>		
c.	Tender Description	:	
	Transportation of Empty <b>OHIP</b> MS Barrel of 200Ltrs. nominal capacity with dimensions 600mm $\emptyset$ x 900mm height and weighing approximately 15Kgs. to 24Kgs. by road in <b>CONTAINERIZED / MARKET TRUCKS</b> from <b>Barrel Plant, Industrial Packaging, 32, Sathangadu Village, Manali, Chennai – 600 068, Tamilnadu</b> to our <b>various destinations outside Chennai within South India</b> for the period from <b>March 2017</b> to <b>AUGUST 2017</b>  Transportation of Empty <b>OHIP</b> MS Barrel of 200Ltrs. nominal capacity with dimensions 600mm $\emptyset$ x 900mm height and weighing approximately 15Kgs. to 24Kgs. by road in <b>CONTAINERIZED TRUCKS</b> from <b>Barrel Plant, Industrial Packaging, 62, Patnam Post &amp; Village, Thavanampalle Mandal, Araconda Road, Chittoor- 517131, Andhra Pradesh</b> to our <b>customers at various destinations within South India</b> for the period from <b>March 2017</b> to <b>AUGUST 2017</b>		
d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding– NCB, Inter-national Competitive Bidding–ICB)	:	<b>N C B</b>
e.	Factory / Division	:	<b>Industrial Packaging, Chennai &amp; Chittoor</b>
f.	Currency (India Rupees / U S Dollars )	:	<b>INDIAN RUPEES</b>
g.	Section / Sub-division	:	-
h.	Tender Category (Single Bid/ Two Bid / EOI )	:	<b>TWO BID TENDER</b>

i.	Evaluation Type: ( <b>Item-wise</b> : Rates are compared at individual item level , <b>Schedule-wise</b> : Rates are compared as groups of similar items)	:	<b>ITEM-WISE / TRUCK TYPE-WISE</b>
j.	Estimated Value ( min)	:	<b>N.A.</b>
k.	Estimated Value (max)	:	<b>N.A.</b>
l.	Payment Level (Tender Level / Item Level)	:	<b>TENDER LEVEL</b>
m.	Currency of payment	:	Indian Rupees ( INR)
n.	EMD Amount	:	a. ₹ 97,000/- <b>(Rupees Ninety Seven Thousand only)</b> – Container Truck. b. ₹ 7,000/- <b>(Rupees Seven Thousand only)</b> – Market Truck.
o.	Payment Mode	:	<b>Demand Draft only</b> Cheque / Cash or any other forms of payment are not acceptable
p.	Payable at	:	<b>Mumbai</b> , in favor of M/s. <b>Balmer Lawrie &amp; Co. Ltd.</b>
q.	The Demand Draft/Pay order has to be made from a <b>Scheduled Indian Bank</b> . The EMD/Bid Bond to be deposited within the Due date for the tender. <b>Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.</b>		

### C. PRE- QUALIFICATION CRITERIA

<p><b>A. CONTAINERIZED TRUCK</b></p> <ol style="list-style-type: none"> <li>The bidder shall have minimum of <b>three years' experience</b> in transportation of goods [preferably in barrel transport] with reputed companies [copy of certificate in support of experience to be submitted].</li> <li>The bidder should have a <b>minimum average annual turnover</b> of Rs. <b>50.00 Lakh</b> in the last three financial years [i.e. <b>13-14, 14-15, 15-16</b>] and the bidder has to submit copies of their company's Balance Sheet [or] <b>Business Turnover Statement</b> duly <b>certified by a Chartered Accountant</b> as documentary proof in support of their business turnover. <ul style="list-style-type: none"> <li><b>2.1 Minimum average annual turnover criteria is relaxed to the extent of Rs. 25.00 Lakhs for bidders conforming to "startup India Scheme" subject to submission of self-attested copy of "valid Certificate" issued by Department of Industrial Policy &amp; Promotion (DIPP)</b></li> </ul> </li> <li>The bidder shall be executed at least one single order value of minimum of Rs.<b>10.00Lakh</b> in any one year of the last three financial years [copies to be furnished].</li> <li>The bidder should own / have attached <b>minimum of 20 Trucks</b> for barrel transportation work, of which a minimum of <b>5 Trucks must be their own Trucks and 15 Trucks may be Attached / Leased</b>. The trucks offered shall be <b>Containerized Trucks</b> and should have a <b>minimum carrying capacity of 180Barrels [mix of horizontal and vertical type of loading permitted]</b>. The bidder has to provide the details such as copies of RC Book, Insurance, permit etc. for the above trucks and also the size of each truck.</li> <li><b>Relaxation in the criteria on Minimum Carrying Capacity, Experience, Turnover and value of Single Order Executed will be considered for Trial Order at the discretion of the company subject to the bidder owning or attaching minimum of 2 Trucks of dimension of minimum 32'X8'X8' or bigger</b></li> <li>Copy of PAN &amp; Service Tax Registration must be enclosed.</li> <li>Bids received without any of the above will be rejected. If the bidder is in the process of obtaining the above registration, they will have to mention accordingly with supporting documents.</li> <li><b>Only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid subsequently.</b></li> </ol>
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**B. MARKET TRUCK**

1. The bidder shall have minimum of **three years' experience** in transportation of goods [preferably in barrel transport] with reputed companies [copy of certificate in support of experience to be submitted].
2. Copy of PAN & Service Tax Registration must be enclosed.
3. Bids received without any of the above will be rejected. If the bidder is in the process of obtaining the above registration, they will have to mention accordingly with supporting documents.
4. **Only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid subsequently.**

**C. COMMERCIAL TERMS & CONDITION**

1.	<b>Period of Contract: March 2017 to AUGUST 2017.</b> However, extendable for further period of <b>Twelve Month</b> prior to expiry of contract at the same terms and conditions. The exact date of commencement of the contract shall be decided based on the finalization of the contract.										
2.	<b>The quantity mentioned under schedule of requirement is merely indicative</b> and the company cannot give any commitment. The company reserves the right at its discretion to enhance the ordered <b>quantity by 10%.</b>										
3.	The rate quoted shall be on <b>"per Barrel Basis"</b> only and the <b>Rate quoted would include the loading &amp; unloading charges, transit insurance and Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.</b>										
4.	<b>Stacking / Loading :</b> a. <b>Loading and stacking of barrels will be allowed in a mix of vertical and horizontal</b> b. <b>Loading / Unloading of barrels shall be arranged by the successful bidders.</b>										
5.	<b>Inter change / transfer of ordered quantity among destinations</b> within the awarded estimated order value of the contract shall be made by the company.										
6.	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 <b>interchange / transfer of ordered quantities among destinations</b> to the other successful bidder[s] with <b>respective type of trucks.</b>										
7.	The offer submitted by bidder should be valid for the company's acceptance for a period of <b>90 days</b> from <b>the due date of opening of price bid.</b>										
8.	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.										
9.	Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.										
10.	<p><b>PRICE ESCALATION / DE-ESCALATION:</b></p> <ol style="list-style-type: none"> <li>i. Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.</li> <li>ii. 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 <b>Rs. 2.00/- per Litre (Rs. Two only).</b></li> <li>iii. 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.</li> <li>iv. The formula for escalation / de-escalation of transport charges is as follows:</li> <li>v. <b>Escalation / De-escalation of transport rate in Rupees Per barrel will be</b></li> </ol> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">* Fuel Factor</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 30%;">Base Rate for transportation as per contract.</td> <td style="width: 5%; text-align: center;">X</td> <td style="width: 45%;">Actual cumulative Increase / decrease in market diesel Price per litre in Chennai District subject to a min of Rs.2.00 / Litre.</td> </tr> <tr> <td colspan="4"></td> <td>Prevailing market price of diesel per litre in Chennai District prior to increase / decrease.</td> </tr> </table> <ol style="list-style-type: none"> <li>vi. <b>A Common Fuel Factor of 0.20</b> *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. The fuel fact will be uniform for all successful bidders and destinations</li> <li>vii. <b>** 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.</b></li> </ol>	* Fuel Factor	X	Base Rate for transportation as per contract.	X	Actual cumulative Increase / decrease in market diesel Price per litre in Chennai District subject to a min of Rs.2.00 / Litre.					Prevailing market price of diesel per litre in Chennai District prior to increase / decrease.
* Fuel Factor	X	Base Rate for transportation as per contract.	X	Actual cumulative Increase / decrease in market diesel Price per litre in Chennai District subject to a min of Rs.2.00 / Litre.							
				Prevailing market price of diesel per litre in Chennai District prior to increase / decrease.							



	<p>viii. The current prevailing diesel price at <b>Chennai</b> is <b>Rs 60.74 per Litre</b></p> <p>ix. The current prevailing diesel price at <b>Chennai</b> is <b>Rs 66.24 per Litre</b></p>
11.	<p><b>EARNEST MONEY DEPOSIT (EMD)/BID BOND:</b>  Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie &amp; Co. Ltd, payable at Mumbai for <b>CONTAINER TRUCK ₹ 97,000/- (Rupees Ninety Seven Thousand only)</b> and for <b>MARKET TRUCK ₹ 7,000/- (Rupees Thirty Thousand only)</b> respectively. Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of <b>Balmer Lawrie &amp; Co. Ltd., payable at Mumbai, India</b>. The Demand Draft/Pay order has to be made from a <b>Scheduled Indian Bank</b>. The EMD/Bid Bond to be deposited within the Due date for the tender. <b>Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.</b></p> <p>a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED</p> <p>b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.</p> <p>c. For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.</p> <p>d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.</p> <p><b>EMD is liable to forfeiture in the event of</b></p> <p>a. Withdrawal of offers during validity period of the offer.</p> <p>b. Non acceptance of orders.</p> <p>c. Non Confirmation of acceptance of orders within the stipulated time after placement.</p> <p>d. Any unilateral revision made by the bidder during the validity period of the offer.</p> <p>e. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.</p> <p>f. Non submission of Security Deposit.</p> <p><b>For successful bidder, the EMD will be adjusted towards Security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required Security Deposit amount.</b></p>
12.	<p><b>SECURITY DEPOSIT [SD]:</b>  The SD amount payable by the successful bidder would be <b>5% of the contract value</b> by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie &amp; Co. Ltd. <b>payable at Mumbai</b>. The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. <b>Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.</b>  The Successful bidder is required pay <b>50% of the above SD upfront</b> within 15days from the date of receipt of order. And the <b>balance 50% shall be built up from their running bills @ 10% subsequently till the entire balance SD amount is built up.</b></p> <p style="text-align: center;">[or]</p> <p>The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of <b>12 Months</b> 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 <b>given by company will only be used for submitting the BG.</b>  The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and  All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.  The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.  <b>Security deposit is liable to forfeiture in the event of:</b></p> <p>a. Non Supply after Acceptance of Purchase Order.</p> <p>b. Successful Bidder fails to deliver the service as per the terms &amp; condition of the Purchase Order.</p> <p>c. Successful Bidder violates the tender conditions.</p> <p>d. If the performance of the bidder is found to be unsatisfactory</p> <p>e. Any unilateral revision made by the successful bidder during the validity period of the contract.</p>





13.	<p><b>PAYMENT:</b></p> <p>a. The successful bidder shall submit the bills on <b>FORTNIGHT Basis</b> only, i.e. the first bill for the period 1<sup>st</sup> to 15<sup>th</sup> and the second bill for the period 16<sup>th</sup> to last working day of the month.</p> <p>b. Payment will be released <b>30days</b> from the date of submission of bill as recorded by our sales administrative dept.</p> <p>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.</p>
14.	<p><b>LOADING / UNLOADING OF BARRELS:</b> The loading / unloading of barrels shall be arranged by the successful bidder. The loading / unloading will be done during 6.00AM to 10.00PM However, if required, the successful bidder has to place trucks and lift barrels even on Sundays &amp; Holidays also on exigency basis. In that case, the successful bidder has to arrange for loading and unloading the barrels accordingly.</p>
15.	<p>a. The company <b>normally will not pay any detention charges</b> whatsoever if the truck is detained at the customer end beyond their control since such situation may arise very rarely and not regularly.</p> <p>b. <b>However, during exceptional circumstances, detention charge of Rs.1,000/- per day per truck would be payable provided that the truck loaded with company's barrel is not unloaded within 24 Hours from the time of reporting at our customer premises. In such cases, the successful bidder's truck report time and barrel unloading time at our customer premises has to be duly certified by our customer and copy of the same must be provided along with claim to consider issuance of payment by company.</b></p>
16.	<p><b>Transit Insurance:</b> The successful bidder 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 company shall recover the cost of lost/damaged barrels from the successful bidder either by appropriate deductions from their bills or by adjustment from the security deposit amount. The barrel cost per unit will be calculated based on the invoice value for recovering the cost of short supply. It will be the responsibility of the successful bidder to lodge necessary claim with the insurance company and recover their loss from the insurance company. Hence insurance policy should be taken by the successful bidder for this purpose. In case of any transit loss / damage the company shall recover the cost of lost/damaged barrels from the successful bidder either by appropriate deductions from their bills or by adjustment from the security deposit amount.</p>
17.	<p><b>PENALTY &amp; RISK PURCHASE CLAUSE:</b></p> <p>(i) <b>NON-PLACEMENT OF TRUCKS &amp; DELIVERY:</b> - The successful bidder shall place the trucks as per our <b>requirement / daily call-ups</b> and lift the barrels <b>within 24 hours of telephonic intimation to them</b>. 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.</p> <p>(ii) 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. <u>If such failures is of 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.</u> 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.</p>
18.	<p><b>Sub-Letting:</b> 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.</p>
19.	<p><b>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.</b></p>
20.	<p>It will be the responsibility of the successful bidder to ensure that the documents like Invoice, Excise Duty Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Successful bidder shall take the responsibility and any financial losses involved in it would be to the successful bidder's account.</p>

21.	<b>Secrecy of documents:</b> The successful bidder has to strictly maintain secrecy of all our documents carried by them, failure found, if any, at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.
22.	<b>Protection of Barrels:</b> The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit. In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even. Sufficient care to be taken to ensure that there are no projections/Nails in the Vehicle Body which may cause damage to the barrels in transit. Prevention of such damages shall be the responsibility of the successful bidder and cost of damages will be recovered from the successful bidder.
23.	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.

#### D. GENERAL TERMS & CONDITION

1.	<b>Purpose of the contract:</b> 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 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
3.	<b>The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.</b>
4.	<b>Octroi:</b> If any will be reimbursed by the company at actual on the date of delivery against production of proof payments. Reimbursement will be limited to the actual octroi charges and shall not include incidental expenses / charges incurred if any.
5.	The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the <b>Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws.</b> 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 <b>pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965,</b> and submit proof towards effecting payment of Bonus.
6.	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 <b>Workmen's Compensation Act 1923.</b> 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.
7.	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 <b>Employers Liability Act 1938 and amendments 1970</b> 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.
8.	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. <b><u>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.</u></b>

9.	All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Chennai jurisdiction.
10.	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 dispatch. Schedule will be given one day in advance to your representative.
11.	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
12.	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.
13.	<b>PRESERVATION:</b> Fully covered tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
14.	<b>The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.</b>
15.	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.
16.	The truck should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company Hence, it is essential for the successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the brake lights should be in working condition. The load carrying capacity to be written in predominant place.
17.	<b>HEALTH, SAFETY AND ENVIRONMENT STANDARD</b> 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 <b>HSE requirements of our customers</b> . The list of the HSE qualification norms are listed below. <ol style="list-style-type: none"> <li>Drivers should possess a valid driving license.</li> <li>Each truck should have a cleaner</li> <li>Driver and cleaner should wear Shirt and Pant only.</li> <li>Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.</li> <li>Truck platform to be free from rust, dents sharp areas and uneven surfaces.</li> <li>All the tyres should have proper treads.</li> <li>Head lights, indicators and reverse horn to be in working condition.</li> <li>All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.</li> <li>Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.</li> <li>The Crew members should adhere to customer premises rules &amp; regulations and behave politely with the customers.</li> <li>Over all trucks should be in a well maintained condition.</li> <li>Copy of the HSE Policy of some of our customers will be provided to successful bidders and this must be strictly adhered at our customer premises.</li> </ol>
18.	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.
19.	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.
20.	<b>Delay due to Force Majeure</b> In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder

	<p>must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.</p> <p>BL reserves the right to ask Bidder to suspend service covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.</p>
21.	<p><b>Statutory Provisions</b></p> <p>The transporter 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 transporter or his agents or his employees in carrying out the job of the transporter. The Transporter will ensure compliance of all Statutory / Legal provisions including payment of retrenchment compensation of its employees employed within the Company's premises.</p> <p>The Contractor shall follow the provisions of Employees Provident Funds and Miscellaneous provisions Act, 1952 and employees State Insurance Act, 1948, by obtaining license under these acts. The contractor will be solely responsible for complying with all the provisions of the act will indemnify the company against any claim made under these acts either by the worker or by the Govt. Authority. No extra compensation / payment will be made to the contractor for these compliances.</p>
22.	<p><b>Termination:</b> Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:</p> <ol style="list-style-type: none"> <li>1. The bidder fails to comply with any material term of the Contract.</li> <li>2. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.</li> <li>3. The bidder fails to deliver the item within the stipulated Delivery Period</li> <li>4. The bidder becomes bankrupt or goes into liquidation.</li> <li>5. The bidder makes a general assignment for the benefit of creditors.</li> <li>6. A receiver is appointed for any substantial property owned by the bidder.</li> <li>7. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.</li> </ol> <p>Upon receipt of said termination notice, the bidder shall immediately stop the service.</p> <p>On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited</p>
24.	<p><b>HSE REQUIREMENTS BY CONTRACTORS</b></p>
a.	Housekeeping
b.	Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.
c.	Confined Space
d.	<p>Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed</p> <p>As minimum Contractors must ensure the following:</p> <ol style="list-style-type: none"> <li>a. Confined spaces are kept identified and marked by a sign near the entrance(s).</li> <li>b. Adequate ventilation is provided</li> <li>c. Adequate emergency provisions are in place</li> <li>d. Appropriate air monitoring is performed to ensure oxygen is above 20%.</li> <li>e. Persons are provided with Confined Space training.</li> <li>f. All necessary equipment and support personnel required to enter a Confined Space is provided.</li> </ol>
e.	Tools, Equipment & Machinery
f.	<p>The Contractor must ensure that all tools &amp; equipment provided for use during the Work is:</p> <ol style="list-style-type: none"> <li>a. suitable for its intended use;</li> <li>b. safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);</li> </ol>

	<p>c. Used only by people who have received adequate information, instruction and training to use the tool or equipment.</p> <p>d. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.</p>
d.	<p><b>Working at Height</b></p> <p>Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.</p>
e.	<p><b>Fall Prevention System:</b></p> <p>Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.</p>
f.	<p><b>Fall Protection Systems</b></p> <p>Where fall protection systems are used then the Contractor must ensure the following is applied:</p> <ol style="list-style-type: none"> <li>1. Only approved full body harness and two shock-absorbing lanyards are used,</li> <li>2. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,</li> <li>3. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,</li> <li>4. Lifeline systems must be approved by Owner before use.</li> <li>5. Use of ISI marked industrial helmet at all point of time.</li> </ol>
g.	<p><b>Scaffolding</b></p> <p>All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.</p>
h.	<p><b>Stairways and Ladders</b></p> <p>Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.</p> <ol style="list-style-type: none"> <li>i. Fabricated ladders are prohibited.</li> <li>ii. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.</li> <li>iii. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.</li> <li>iv. Ladders will be lowered and securely stored at the end of each workday.</li> <li>v. Ladders shall be maintained free of oil, grease and other slipping hazards</li> <li>vi. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.</li> <li>vii. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, &amp; removed from the Site by end of the day.</li> </ol>
i.	<p><b>Lifting Operations</b></p> <ol style="list-style-type: none"> <li>1. Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.</li> <li>2. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.</li> </ol>
j.	<p><b>Lockout Tag out ("LOTO")</b></p> <p>Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.</p>
k.	<p><b>Barricades</b></p> <p>Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers</p>



	must be used .Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.
l.	<b>Compressed Gas Cylinders</b> Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.
m.	<b>Electrical Safety</b> Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing. The below measures will be taken: a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level. b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use. c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.
n.	<b>Hot Works</b> A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.
o.	<b>Trenching Excavating, Drilling and Concreting</b> A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work. Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.
p.	<b>Environmental Requirements</b> Waste Management : The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles. Spills :The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills. Emissions :The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.
25.	<b>PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES &amp; REGULATIONS:</b> The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.
26.	<b>ARBITRATION:</b> Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties.

	<p>The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.</p>
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**E. Scope Of Work & Schedule Of Requirement****ANNEXURE - I**

**PRICE BID**  
**(CONTAINERIZED TRUCK)**

Transportation of Empty **Mild Steel OHIP Barrel** Steel Barrel of 200Ltrs. Nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs. by Road to our below mentioned customer destination **outside Chennai within South India** from our barrel plant located at M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, 32, Sathangadu Village, Manali, Chennai-600 068.

SNo	Destination	Est. Quantity Number ( A )	Unit Rate Rs. / Barrel (B)	Amount Rs. ( A x B)
1.	<b>BANGALORE ( KN )</b> From Chennai plant	<b>25,000</b>		
2.	<b>Around KRISHNAGIRI (TN )</b> (Upto 25 Km) From Chennai plant	<b>15,000</b>		
3.	<b>KRISHNAGIRI (TN )</b> From Chennai plant	<b>26,000</b>		
4.	<b>UDMALPET (TN)</b> From Chennai plant	<b>5,000</b>		
5.	<b>DINDIGAL (TN)</b> From Chennai plant	<b>2,000</b>		

Transportation of Empty **Mild Steel OHIP Barrel** Steel Barrel of 200Ltrs. Nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs. by Road to our below mentioned customer destination **in & around and outside Chittoor within South India** from our plant **Industrial Packaging,62, Patnam Post & Village, Thavanampalle Mandal, Araconda Road, Chittoor- 517131, Andhra Pradesh**

S.No. To Location	Est. Quantity Number ( A )	Unit Rate Rs. / Barrel (B)	Amount Rs. ( A x B)
<b>1. Up to 15 KM</b> from Chittoor plant	<b>50,000</b>		
<b>2. Up to 35 KM</b> from Chittoor plant	<b>1,50,000</b>		
<b>3. Up to 40KM</b> from Chittoor plant	<b>41,000</b>		
<b>4. KRISHNAGIRI [TAMILNADU]</b> from Chittoor plant	<b>57,500</b>		
<b>5. MULBAGAL</b> from Chittoor plant	<b>10,000</b>		
<b>6.BANGALORE</b> from Chittoor plant	<b>25,000</b>		
<b>7. Around Krishnagiri (upto 25 KM)</b> from Chittoor plant	<b>10,000</b>		
<b>8. Puttur</b> from Chittoor plant	<b>10,000</b>		
<b>7.KALAHASTHI</b> from Chittoor plant	<b>5,000</b>		
<b>8.TUMKUR</b> from Chittoor plant	<b>2,000</b>		
<b>9. Dindigul</b> from Chittoor plant	<b>30,000</b>		

**I. AWARD OF CONTRACT**

For each of the destination mentioned above, the company desires to retain two transporters for operational reasons. The company shall distribute the order in two lots (**Lot – A & Lot – B**) in the ratio of **70:30** subject to the following.

- a. The **destination wise Lowest quoted rates would be considered** for arriving at the L1[Lowest quoted bidder] status
  - i. The L1 (Lowest) bidder will be given **Lot-A** and L2 bidder will be given **Lot-B provided L2 bidder agrees to match L1 rate.**
  - ii. In the event of, L2 bidder not agreeable to match L1 rate, then L3, L4....etc. in that order shall be given the opportunity to match L1 rate for awarding the Lot-B quantity.
  - iii. In the event of L2, L3, L4.... not agreeing to match L1 rate, then the Lot-B shall also be placed on the L1 bidder.
  - iv. In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
  - v. **The quantity mentioned is merely indicative** and the company cannot give any commitment
  - vi. The decision of the company is final in retaining more than one transporter.
- b. The company with mutual agreement with the successful bidder
  - i. Shall enhance the ordered quantity by **10%**
  - ii. Shall extend the contract for further period of **Twelve MONTH** at the same terms and conditions prior to expiry of the contract.
  - iii. **Shall interchange of order quantities among the destinations for individual transporter within the order value.**

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



**II. 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 include loading & unloading charge of barrel, transit insurance and Toll charges.**
- d. **Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.**
- e. 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.
- f. We would provide suitable **CONTAINERIZED trucks** for transporting barrel with a **minimum carrying capacity of 180 Barrels (for 200Litres Barrels) [ mix of horizontal and vertical type of loading permitted ]**
- g. We are aware that the contract shall be extended for a further period of **TWELVE MONTH** prior to expiry of the **contract at the same rate terms and conditions on mutual agreement.**
- h. We are aware that **the estimated tender quantity shall be increased by another 10% on mutual agreement.**
- i. We are aware that the company shall **Inter-change / transfer of ordered quantity among destinations within the awarded estimated order value of the contract.**
- j. We are aware that in the event of failure of any one of the successful bidder to provide the required number of trucks as per company’s requirement, the company shall **inter change / transfer of ordered quantities among destinations** to the other successful bidder[s] on **mutual agreement.**
- k. 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.
- l. 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.**
- m. The contract if any awarded against this Tender will be valid for a period of **SIX MONTHS.** However, the exact date of commencement of the contract shall be decided based on the finalization of the contract.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

**F. Scope Of Work & Schedule Of Requirement****ANNEXURE - II****PRICE BID**  
**(MARKET TRUCK)**

Transportation of Empty **Mild Steel OHIP Barrel Steel Barrel** of 200Ltrs. Nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs. by Road to our below mentioned customer destination **outside Chennai within South India** from our barrel plant located at M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, 32, Sathangadu Village, Manali, Chennai-600 068.

SNo	Destination	Est. Quantity Number ( A )	Unit Rate Rs. / Barrel (B)	Amount Rs. ( A x B)
1.	<b>KRISHNAGIRI (TN )</b> from Chennai Plant	<b>15,000</b>		

**I AWARD OF CONTRACT**

For each of the destination mentioned above, the company desires to retain two transporters for operational reasons. The company shall distribute the order in two lots (**Lot – A & Lot – B**) in the ratio of **70:30** subject to the following.

- a. The **destination wise Lowest quoted rates would be considered** for arriving at the L1[Lowest quoted bidder] status
  - i. The L1 (Lowest) bidder will be given **Lot-A** and L2 bidder will be given **Lot-B provided L2 bidder agrees to match L1 rate.**
  - ii. In the event of, L2 bidder not agreeable to match L1 rate, then L3, L4....etc. in that order shall be given the opportunity to match L1 rate for awarding the Lot-B quantity.
  - iii. In the event of L2, L3, L4.... not agreeing to match L1 rate, then the Lot-B shall also be placed on the L1 bidder.
  - iv. In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
  - v. **The quantity mentioned is merely indicative** and the company cannot give any commitment
  - vi. The decision of the company is final in **retaining** more than one transporter.
- b. The company with mutual agreement with the successful bidder
  - i. Shall enhance the ordered quantity by **10%**
  - ii. Shall extend the contract for further period of **TWELVE MONTH** at the same terms and conditions prior to expiry of the contract.
  - iii. **Shall interchange of order quantities among the destinations for individual transporter within the order value.**

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

**II 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 include loading & unloading charge of barrel, transit insurance and Toll charges.**
- d. **Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.**
- e. 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.
- f. We would provide suitable **MARKET trucks** for transporting barrel with a **minimum carrying capacity of 130 Barrels (for 200Litres Barrels) [ mix of horizontal and vertical type of loading permitted ]**
- g. We are aware that the contract shall be extended for a further period of **TWELVE MONTH** prior to expiry of the **contract at the same rate terms and conditions on mutual agreement.**
- h. We are aware that **the estimated tender quantity shall be increased by another 10% on mutual agreement.**
- i. We are aware that the company shall **Inter-change / transfer of ordered quantity among destinations within the awarded estimated order value of the contract.**
- j. We are aware that in the event of failure of any one of the successful bidder to provide the required number of trucks as per company’s requirement, the company shall **inter change / transfer of ordered quantities among destinations** to the other successful bidder[s] on **mutual agreement.**
- k. 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.
- l. 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.**
- m. The contract if any awarded against this Tender will be valid for a period of **SIX MONTHS.** However, the exact date of commencement of the contract shall be decided based on the finalization of the contract.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

**G. DETAILS OF BIDDER - ANNEXURE-III**

1.	Name of the Transporting Company	:	
2.	Address of the 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 Three years.	:	
7.	No. of trucks dedicated / owned by the Company with model & Capacity.	:	
8.	Size of the Truck Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos.	:	
9.	No. of trucks that can be leased / hired per day.	:	
10.	Address of the Local Branch Office at Chennai with telephone no. and Name of the contact person / Branch Manager (within South India)	:	
11.	List of Parties to whom you have done Transportation contract work - Attach Xerox copies	:	
12.	No of trucks having State Permit ( mention clearly the States)	:	
13.	Certificate from the Bankers as proof of address	:	
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.	PAN NO.	:	
16.	SERVICE TAX REGN. NO.	:	
17.	CONTACT PERSON & PHONE NO.	:	
18.	e-mail ID	:	

**Note: The bidder is requested to enclose the documented evidences in proof of above against each clause.**

## Annexure IV

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



**H. PROFORMA for BG as SD. ANNEXURE-V****(To be provided by successful bidder only)****Proforma of the Bank Guarantee (Security Deposit – 5% of order value)**

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

Dear Sir,

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

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

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

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

Yours faithfully,

Dated:

**CONDITIONS FOR ONLINE BID SUBMISSION**

- 1. Registration with e.Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for C1 India helpdesk officers

<b>1. Mr. Tirtha Das</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>
<b>2. Mr. Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>
<b>3. Mr. Siva Kumar (Chennai)</b>	<a href="mailto:siva.kumar@c1india.com">siva.kumar@c1india.com</a>	<b>+91-9042773377</b>
<b>4. Mr. Ravi Gaiwal (Mumbai)</b>	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	<b>+91-022-66865633</b>

*Or*

Balmer Lawrie's officials Contact nos. and e.mail ID's

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

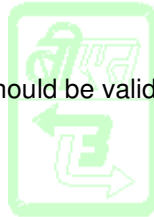
- 2. Pre-Requisites before Login to System (Software requirements.)**

**Minimum System Requirements:**

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

**Operating System:**

- Windows 7,8,10



**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

- 3. Procedure for Bid Submission:** The bidder shall submit his response through bid submission to the tender on e.Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.
- 4. Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.
- 5. Bid Submission Acknowledgement:** The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
- 6. Submission of Hard copies:** After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other

documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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



**ANNEXURE-VI****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.