



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215.

Tender No. 0100PE0782 dated 03.03.2017

Due on : 10.03.2017

Public E-Tender for Transportation of MS Empty Open Head Barrels by Road from our plants located at Silvassa & Taloja (Navi Mumbai) to our fruit segment customers at various destinations.

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

Balmer Lawrie & Co. Ltd., Industrial Packaging invites Online bids from resourceful and reputed transporters registered in E-procurement Portal having **Dedicated Trucks** having necessary infrastructure for carrying out Transportation of Empty MS Open Head Barrels having 210L nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 23 Kgs by road from our unit of **Industrial Packaging located at Silvassa & Taloja (Navi Mumbai) to our fruit segment customers at various destinations from April, 2017 to August'2017 (extendable for further Twelve months on mutual consent)**

1. SALIENT FEATURES OF THE TENDER:

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

2. TENDER DETAILS

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

The **Un-priced Part** consists of Pre-qualification Criteria, Details of Bidder, Notice Inviting Tender, EMD/ SD Payments Conditions of Contract & the Priced Part consists of details of Destination and Estimated Requirement.

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. **N D Yadav (Dy.Manager-SCM) Ph. No. 022-66258191, Mobile No.08879294183.**

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

A. TENDER SUBMISSION

After submission of bid online, the bidders 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.

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.

The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. M/s. Balmer Lawrie & Co Ltd & M/s. C1 India Pvt. Ltd., are not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the tender inviting authority for processing.

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

Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone:022 66258215.

Tender No.0100PE0782 dated 03.03.2017

Due on :10.03.2017



3. TENDER BASE INFORMATION		
a.	Tender No.	: 0100PE0782 dt.03.03.2017
b.	Tender Title	: Transportation of 210 L capacity MS Empty Open Head Barrel by road from our Industrial Packaging units located at Silvassa & Taloja (Navi Mumbai) to our fruit segment customers at various destinations through Balmer Lawrie e-procurement portal https://balmerlawrie.eproc.in
c.	Tender Description	: Transportation of 210 L capacity MS Empty Open Head Steel Barrels with dimensions 600mm Ø x 900mm height and weighing approximately 23 Kgs. by road from our Industrial Packaging located at Silvassa & Taloja (Navi Mumbai) to our various customers for the period from April 2017 to August'2017 (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, Silvassa & Taloja (Navi Mumbai)
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.

4. DETAILS OF EARNEST MONEY DEPOSIT [EMD]		
a.	Payment Level (Tender Level / Item Level)	: TENDER LEVEL
b.	Currency of payment	: Indian Rupees
c.	EMD Amount	: Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only.)
d.	Payment Mode	: Demand Draft only Cheque / Cash or any other forms of payment are not acceptable
e.	Payable at	: Mumbai , in favor of M/s. Balmer Lawrie & Co. Ltd.



5. PRE- QUALIFICATION CRITERIA

- 1) The bidder shall have minimum of **Three years experience** in transportation of goods [preferably in barrel transport] with reputed companies [copy of customers certificate in support of experience to be submitted].
- 2) The bidder should have a **minimum average annual turnover of Rs. 50.00 lacs in the last three financial years [i.e.13-14, 14-15 & 15-16] and the bidder has to submit copies of their company's Balance Sheet / Profit & Loss a/c [or] Business Turnover Statement duly certified by a Chartered Accountant as documentary proof in support of their business turnover.**
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 & Promotion (DIPP)
- 3) The bidder should own / have attached **minimum of 15 Trucks** for barrel transportation work. In total **15 Trucks would be required for Silvassa & 10 trucks for Taloja (Navi Mumbai). Against the requirement of 15 trucks for Silvassa, 10 trucks must be their own Dedicated Trucks and 5 Trucks may be Attached / Leased. Similarly for Taloja (Navi Mumbai), 6 trucks must be their own Dedicated Trucks and 4 Trucks may be Attached / Leased. The normal capacity of the truck carrying of should be 200/250 empty barrels (Vertical/Horizontal Loading). However the minimum capacity should be 200 empty barrels.** The bidder has to provide details such as copies of RC Book, Insurance, Permit, Size / Dimension etc. for the above trucks. The Bidder should provide list of trucks – **Own & attached.**
(Kindly note that the list of trucks given for one tender will not be considered for other transport tender)
- 4) The bidder shall have executed at least one single order value of minimum **25.00 lacs** in any one year of the last three financial years [PO copies to be furnished]
- 5) Copy of PAN & Service Tax Registration must be enclosed.
- 6) The bidder has to provide the details of truck no., capacity to be engaged for transportation of barrels for our fruit segment customers. These trucks will not be allowed to operate for non-fruit barrels segment. However, Balmer Lawrie reserves the right to allow these trucks to operate for non-fruit barrel segment. **(Kindly note that the list of trucks given for this tender will not be considered for any other transport tenders of Balmer Lawrie.)**
8. 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.

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 exclusive of loading & unloading charge of barrel but 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 200 / 250 Barrels by VERTICAL / HORIZONTAL loading only. |
| e. | We are aware that the contract is valid from April 2017 to August 2017 (extendable for further 12 months). |

Balmer Lawrie & Co. Ltd.



SBU – Industrial Packaging

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

Phone: 022 66258215.

Tender No. 0100PE0782 dated 03.03.2017

Due on : 10.03.2017

f.	We are aware that the estimated tender quantity shall be increased by another 20% on mutual agreement.
g.	In case of any unforeseen situation may terminate the contract with a minimum notice period of 2 months.
h.	We are aware that the company shall Inter change / transfer the ordered quantity among destinations within the awarded estimated order value of the contract.
i.	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.
j.	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.
k.	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.

7) AWARD OF CONTRACT

For each of the destination of this tender, where the **estimated transportation quantity is 10,000 barrels and more**, 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 (100%) on the L1 bidder.
 - iv. In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
 - v. **The quantity mentioned is merely indicative** and the company cannot give any commitment
 - vi. The decision of the company is final in retaining more than one transporter.
- b. The company with mutual agreement with the successful bidder
 - i. Shall enhance the ordered quantity by **20%**
 - ii. **Shall interchange of order quantities among the destinations for individual transporter within the order value.**
 - iii. 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].

8 PRICE ESCALATION / DE-ESCALATION:

- i. The rate quoted by the bidder will be firm throughout the contract period except for escalation / de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).
- ii. Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- iii. Escalation / De-escalation clause shall be applicable only, when the impact of series of diesel price increase / decrease results in accumulated net increase/ decrease of **Rs. 1.00/- per Litre (Rs. One only).**
- iv. Such increase / decrease shall be applicable only for the prospective period from the date, on which the accumulated impact reaches Rs. 1.00 and above.
- v. The formula for escalation / de-escalation of transport charges is as follows:
I] Upto 50 Kms (Ex-Silvassa/Taloja (Navi Mumbai))

$$0.20 \times A \times (C - B)$$

B

Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215.

Tender No. 0100PE0782 dated 03.03.2017

Due on : 10.03.2017



II] Above 50 Kms (Ex-Silvassa/Taloja (Navi Mumbai))

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

B

A = Base Rate for transportation as per contract.

B = Ruling price of HSD applicable at Silvassa / Taloja (Navi Mumbai) as on date of contract.

C = Revised price of HSD at Silvassa / Taloja (Navi Mumbai)

- vi. A Common * Fuel Factor of 0.20 for distance up to 50KM radius and 0.40 for distance above 50KM radius will be taken into consideration. Fuel factor is the value component of diesel in the rate quoted by the successful bidder expressed as a factor / proportion of the base rate of transportation.
- vii. ** Prevailing lowest diesel price among the oil companies shall be taken as basis for arriving at the price escalation / De-escalation as on the date of opening of the tender.
- viii. The current prevailing diesel price as on 03.03.17 at Silvassa is Rs 59.82 per Litre & Taloja (Navi Mumbai) is Rs.64.88 per Litre.
- ix. During the contract period no other price escalation on any account will be entertained.
- x. For CNG truck, escalation/de-escalation will be applicable as per formula given for HSD vehicles.

9 SPECIFICATIONS (TECHNICAL SPECIFICATIONS)

Item Description	210 Litre nominal empty MS Open Head Barrel.
Specifications	1. Empty Steel Barrels of 180 kgs nominal capacity Open Head with dimensions 600mm Ø x 900mm height and weighing approximately 16 Kgs to 21 Kgs.
	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, 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

1,37,500 Barrels (Approx) for One Year. Ex-Taloja

1,05,500 Barrels (Approx) for One Year, Ex-Silvassa

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

Destination & Quantity of Empty Steel Barrels to be transported during the period April 2017 to August 2017 (extendable for 12 more months on mutual consent).

EX-TALOJA (NAVI MUMBAI)		
SR.NO	LOCATION	QTY
1	Hubli	25000
2	Nashik ,Gonde	5000
3	Jalgaon	105000
4	Nasik, Dindori	2500
	TOTAL	137500

EX-SILVASSA		
Sr	LOCATION	QTY
1	Sangli	23000
2	Nashik-Jinjori	3500
3	Ratnagiri	10000
4	Nasik	8000
5	Veraval	8000
6	Nashik,Dindori	2500
7	Nasik Gonde	9500
8	Aurangabad	15000
9	Zaherabad	14000
10	Nanded	6000
11	Junagarh	6000
	TOTAL	105500

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

Balmer Lawrie & Co. Ltd.



SBU – Industrial Packaging

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

Phone:022 66258215.

Tender No.0100PE0782 dated 03.03.2017

Due on :10.03.2017

DETAILS OF BIDDER

S. No.	Details of the Bidder	
1.	Name of the Transporting Company	:
2.	Address, Telephone, Fax number & email ID of the persons to be contacted Company	:
3.	Registered / Head Office of the Company	:
4.	Status of the Bidder [Individual / HUF/ Firm / Limited Company] Others –Please specify.	:
5.	Name of Directors / Partners / Proprietor	:
6.	Date of Incorporation	:
7.	Turnover of the company for the last Three years (2012-13,2013-14 & 2014-15)	:
8.	No. of trucks dedicated / owned by the Company with model & Capacity (Attach copy of registration)	:
9.	Size of the Truck Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos.	:
10.	No. of trucks that can be leased / hired per day.	:
11.	Address of the Local Branch Office at Mumbai with telephone no. and Name of the contact person / Branch Manager.	:
12.	List of Parties with whom you have done Transportation contract work during the last 3 years - Attach Xerox copies	:
13.	No of trucks having State Permit (mention clearly the States)	:
14.	Provide Name, address & telephone no etc of your Bankers. (Solvency Certificate from your Bankers should be enclosed with the tender. Also, provide details of : Type of Account : IFSC Code : MICR Code: Bank A/c Number:	:
15.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:

Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone:022 66258215.

Tender No.0100PE0782 dated 03.03.2017

Due on :10.03.2017



16.	Do you have any legal cases pending with the Court. If so, please provide details.		
17.	PAN NO. (Copy to be attached)	:	
18.	SERVICE TAX REGN. NO.	:	
19.	CONTACT PERSON & PHONE NO.		
20.	Declaration stating that you will not avail any credit of duty paid on inputs like mobile / phone & courier services etc & capital goods eg. Trucks used for providing taxable services by you. This should be in line with the Notification by Service Tax Authorities	:	

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





A. SPECIAL TERMS & CONDITIONS

1. **Nature of Work** : Transportation of 210 L capacity MS Empty Open Head Steel Barrels with dimensions 600mm Ø x 900mm height and weighing approximately 16Kgs. to 21Kgs. by road in from, **Industrial Packaging, Survey No. 23/1/1/, Khadoli Village, Silvassa-396 230 (DN&H) & Industrial Packaging, G-15,16,17 MIDC, Taloja (Navi Mumbai) (W), Raigad** to our various customers located in and around Maharashtra & South.
2. **Period of Contract: From April 2017 to August 2017 (Extendable for 12 more months).**
3. **Inter change / transfer of ordered quantity among destinations (Maharashtra) 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 on mutual agreement with the successful bidder shall enhance the ordered **quantity by 20%.**
7. The rate quoted shall be on "**per Barrel Basis**" only and the **Rate quoted would exclusive of loading & unloading charges (Mathadi Labour charges) but inclusive of Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.**
8. **Stacking / Loading & Unloading of Barrels:**
 - i. **Stacking of Barrel in truck: The barrels shall be stacked only in VERTICAL / HORIZONTAL condition.**
 - ii. Loading / Unloading of barrels shall be arranged by the successful bidder for Silvassa. Only unloading to be arrange by successful bidder for taloja.
 - iii. The present Terms & Conditions of Loading & Unloading Rates at Silvassa & Taloja (Navi Mumbai) is as under :
 - a. Working Hours (at Silvassa & Taloja (Navi Mumbai)) : 7.00am to 11.00pm
 - b. Loading Charges (at Silvassa & Taloja (Navi Mumbai)) : Loading charges payable extra at actuals only for Silvassa. For Taloja, Loading charges is nil. Payment to be made by the successful transporter directly to the Loading Contractor and against submission of receipts payment will be reimbursed by Balmer Lawrie for Silvassa.
 - c. Unloading Charges (at Various destinations): Extra at actual. Payment to be made by the successful transporter directly to the respective Mathadi Board and against submission of receipts payment will be reimbursed by Balmer Lawrie.
Any locations where unloading charges are charged by recognized Mathadi Labour are more than the amount specified above, the same will be reimbursed at actual on verification & certified jointly by our Marketing & SCM Department.
Any location where unloading is done by other than Mathadi labour, reimbursement of the unloading charges will be made against receipt of the respective labour board/union and has to be certified by the respective Marketing executives.
 - d. Apart from working days, loading should also be done on weekly holidays/public holidays as per requirement arising out of customers demand at the same rate mentioned above.
9. To minimize the transportation cost, it is advisable to transport more number of barrels 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]** : The bidder has to deposit EMD of Rs.1,50,000/- (Rs.One Lakh Fifty Thousand only) along with the Pre-qualification bid, by Demand Draft payable from a nationalized / scheduled bank in favor of Balmer Lawrie & Co. Ltd payable at Mumbai. **The EMD amount may also be remitted by Bank Transfer and the amount should be credited to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) in advance through electronic transfer and proof of transfer of funds deposited with us. The details of proof of payment remitted through NEFT should be submitted to us prior to the Tender Due Date. Cheque / Cash or any other forms of payment are not acceptable towards EMD. "OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED".**



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215.

Tender No.0100PE0782 dated 03.03.2017

Due on :10.03.2017

- a. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- b. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

EMD is liable to forfeiture in the event of

- i. Withdrawal of offers during validity period of the order.
 - ii. Non acceptance of orders.
 - iii. Non Confirmation of acceptance of orders within the stipulated time after placement.
 - iv. Any unilateral revision made by the bidder during the validity period of the offer.
 - v. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
 - vi. Non submission of Security Deposit within the stipulated time.
 - vii. For successful bidder, the EMD will be adjusted towards Security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required Security Deposit amount.
 - viii. EMD is exempted for those vendors registered under **NSIC** (National Small Industries Corporation) (or) coming under the definition of **Micro** and **Small Industries** and holding valid registration certificates covering the tendered items / services. However, **attested / notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted in this regard.**
 - ix. Disqualified transporters EMD will be refunded immediately on approval of the Pre-Qualification recommendation.
13. **Security Deposit [SD]:** The SD amount payable by the successful bidder would be **5%** of the contract value by Demand Draft payable from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd payable at Mumbai.

- i. **The Successful bidder is required pay 50% of the above SD upfront within 15days from the date of receipt of order. And the balance 50% shall be built up from their running bills @ 10% subsequently till the entire balance SD amount is built up.** Earnest Money Deposit (EMD) received may be adjusted towards part of Security Deposit requirement.

[or]

- ii. The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **18 Months** for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company will only be used for submitting the BG.
- 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 truck 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 **FORTNIGHTLY Basis** only, i.e. the first bill for the period 1st to 15th and the second bill for the period 16th to last working day of the month.
- ii. Payment will be released within **15 days** from the date of submission of bill as recorded by our sales administrative dept.
- iii. Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of barrels by the consignees / customers in good condition, and without any loss / physical damage to the barrels. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery Challan.
- iv. During the contract period, transportations for any new destinations apart from the contract, equivalent distance rate will be applicable.

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.

It is the responsibility of the transporter to communicate by mail to Sales & Admin dept of Taloja (Navi Mumbai) / Silvassa if truck detained



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215.

Tender No.0100PE0782 dated 03.03.2017

Due on :10.03.2017

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.

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. If the lot size is less than 200 barrels per truck load payment will be made for minimum 200 barrels.
19. **Transit Insurance:** Transit Insurance will be borne by Balmer Lawrie for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated to Balmer Lawrie immediately to SCM Dept located at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001. It will be the responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.
20. **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 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.
21. **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.
22. **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.**
23. 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.
24. **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.
25. **Protection of Barrels:** The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every



load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even. Sufficient care to be taken to ensure that there are no projections/Nails in the Vehicle Body which may cause damage to the barrels in transit. **Prevention of such damages shall be the responsibility of the successful bidder and cost of damages will be recovered from the successful bidder.**

26. **Health, Safety & Environment Standard** : The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the **HSE requirements of our customers**. The list of the HSE qualification norms are listed below.

- a. Drivers should possess a valid driving license.
- b. Each truck should have a cleaner**
- c. Driver and cleaner should wear Shirt and Pant only.
- d. Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
- e. Truck platform to be free from rust, dents sharp areas and uneven surfaces.
- f. All the tyres should have proper treads.
- g. Head lights, indicators and reverse horn to be in working condition.
- h. All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
- i. Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.
- j. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
- k. Over all trucks should be in a well maintained condition.

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.

27. 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)



B. GENERAL TERMS & CONDITIONS

1. **Purpose of the contract:** This contract is for placement of trucks for transportation of Empty Barrels as set forth in the work order and as per the schedule to the work order.
2. The term “**Company (or) BLCL**” wherever mentioned in the tender document refers to “**BALMER LAWRIE & CO. LTD.**”
3. The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
4. The quantity indicated is only an estimate, based on the present level of operations in our Plant and is subject to variation depending upon the actual needs of the Plant from time to time.
5. **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. **Transit Insurance:** Transit Insurance will be borne by Balmer Lawrie for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated to Balmer Lawrie immediately to SCM Dept located at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001. It will be the responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.
8. **RISK PURCHASE CLAUSE.**
If the transport contractor unable to provide the trucks to carry barrels every day morning as per agreement, the company shall be free to engage any other transport contractor for this purpose at the market rates and would recover the extra charges if any, from the defaulting transport contractor's bills / security deposits without any further notice. The Company's decision on the contractor's inability to provide trucks would be final.
9. **Secrecy of Documents :** The contractor 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.
10. 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.
11. 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.
12. 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.
13. 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.



14. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Silvassa, Gujrat & Maharashtra jurisdiction.
15. 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.
16. 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.
17. 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.
18. **PRESERVATION:** Fully covered tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit. In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
19. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
20. 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.
21. 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.
22. 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.
23. The truck should posses 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.
24. 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.
25. 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.
26. The Company reserve the right to cancel the tender without assigning any reasons.

27. ARBITRATION

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator would be C&MD, Balmer Lawrie & Co Ltd or any executive appointed by him,.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

(Signature of the tenderer with seal)

Date :

Place :

**PRICE BID**

Destination & Quantity of Empty Steel Barrels to be transported during the period April 2017 to August 2017 (extendable for 12 more months on mutual consent).

EX-TALOJA (NAVI MUMBAI)		
SR.NO	LOCATION	QTY
1	Hubli	25000
2	Nashik ,Gonde	5000
3	Jalgaon	105000
4	Nasik, Dindori	2500
TOTAL		137500

EX-SILVASSA		
Sr	LOCATION	QTY
1	Sangli	23000
2	Nashik-Jinjori	3500
3	Ratnagiri	10000
4	Nasik	8000
5	Veraval	8000
6	Nashik,Dindori	2500
7	Nasik Gonde	9500
8	Aurangabad	15000
9	Zaherabad	14000
10	Nanded	6000
11	Junagarh	6000
TOTAL		105500

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

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

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

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

Place:

Date:

(Signature of the Tenderer with seal)



C. CONDITIONS FOR ONLINE e-BID SUBMISSION

1. **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.
2. **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>
3. **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.
4. **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.

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 E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
6. **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.

7. **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.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone:022 66258215.

Tender No.0100PE0782 dated 03.03.2017

Due on :10.03.2017

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

1. Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290
2. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Siva Kumar (Chennai)	siva.kumar@c1india.com	+91-9042773377
4. Mr. Ravi Gaiwal (Mumbai)	ravi.gaiwal@c1india.com	+91-022-66865633

Or

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

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

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

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

Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone:022 66258215.

Tender No.0100PE0782 dated 03.03.2017

Due on :10.03.2017



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.





Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215.

Tender No. 0100PE0782 dated 03.03.2017

Due on : 10.03.2017

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.