



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215

Tender No : 0100LE1530 dated 29.11.2019 due on 09.12.2019 at 14.00 hours

Limited E-Tender for Transportation of MS Empty Tight Head Barrels by road from our plant located at Kolkata to our customers at Paharpur destination.

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

Balmer Lawrie & Co. Ltd., Industrial Packaging invites Online bids from resourceful and reputed transporters (registered in Balmer Lawrie Web Portal) having **Containerized Trucks** for carrying out Transportation of Empty MS Barrels of 210Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road from, **Industrial Packaging, P4/1 Oil Installation Road, Paharpur, Kolkata -700088** to customers at **Paharpur destination**

CONTAINERIZED Truck (with **minimum carrying capacity of 100 to 110 Barrel in VERTICAL loading**)

For the period **from December 2019 to May 2020 (Six Months), extendable for another 06 months or completion of ordered quantity whichever is later with mutual consent.**

1. SALIENT FEATURES OF THE TENDER:

- i. ~~Pre-Qualification Criteria for bidders~~
- ii. Tender Category – Single Bid Tender
- iii. Tender Type – **Limited 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

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.

Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

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.

For any clarifications please contact **Mr Nayan Yadav (Dy. Manager –SCM) Ph No. 022-66258191 Mobile : 08879294183.**

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



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A. TENDER SUBMISSION

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

3. TENDER BASE INFORMATION		
a.	Tender No.	: 0100LE1530 dt.29.11.2019
b.	Tender Title	: Transportation of Empty MS Barrels of 210Ltrs. capacity for the period from <u>December 2019 to May 2020 (06 Month)</u> by road from Barrel Plant, Industrial Packaging, P4/1 Oil Installation Road, Paharpur , Kolkata - 700088 to various customers at Paharpur destinations.
c.	Tender Description	:
d.	Transportation of Empty MS Barrels of 210Ltrs. Capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs. by road i. CONTAINERIZED Truck (with minimum carrying capacity of 100 to 110 Barrel in VERTICAL loading)	
e.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	: Limited
f.	Factory / Division	: Industrial Packaging, Kolkata.
g.	Currency (India Rupees / U S Dollars)	: INDIAN RUPEES
h.	Section / Sub-division	: -
i.	Tender Category (Single Bid / Two Bid / EOI)	: SINGLE BID TENDER
j.	Evaluation Type: (Item-wise : Rates are compared at individual item level , Schedule-wise : Rates are compared as groups of similar items)	: Item-wise
k.	Estimated Value (min)	: N.A.
l.	Estimated Value (max)	: N.A.

4. DETAILS OF EARNEST MONEY DEPOSIT [EMD]		
a.	Payment Level (Tender Level / Item Level)	: TENDER LEVEL
b.	Currency of payment	: Indian Rupees



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c.	EMD Amount	:	Rs. 3,000.00
d.	Payment Mode	:	Online Mode only

6. UNDERTAKING FROM VENDOR

a.	We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
b.	We are aware of Price Escalation / De-Escalation clause of this tender with respect to increase / decrease in price of High Speed Diesel.
c.	We are aware that the rate quoted by us on “per Barrel Basis” only and the Rate quoted would be inclusive of loading & unloading charge of barrel and inclusive of Toll charges. <u>Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.</u> 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 trucks for transporting barrel with a minimum carrying capacity of 100 Barrels
e.	We are aware that the contract may be extended for a further period of SIX MONTHS prior to expiry of the contract at the same terms and conditions on mutual agreement.
f.	We are aware that the estimated tender quantity may be increased/decreased by 20% on mutual agreement.
g.	We are aware that the company may Inter change / transfer the ordered quantity among destinations within the awarded estimated order value of the contract.
h.	We are aware that in the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company shall prune the ordered quantities among destinations to the other successful bidder[s] on mutual agreement.
i.	We are aware of the Penalty & Risk Purchase Clause of this tender, in case of non-performance and failure to place trucks against company's call ups.
j.	The offer submitted by bidder should be valid for the company's acceptance for a period of 90 days from the due date of opening of price bid. Company reserved the right to exit the contract with a minimum notice period of three months in case of any unforeseen situation.
k.	The contract if any awarded against this Tender will be valid for a period of SIX MONTHS.
l.	We understand and abide by the Code of Conduct as per Annexure – IV.



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7. AWARD OF CONTRACT

For each of the destination of this tender, **100% Order will be placed on ONE TRANSPORTER only.**

- A. The **destination wise Lowest quoted rates would be considered** for arriving at the L1 [Lowest quoted bidder] status
- In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
 - The quantity mentioned is merely indicative** and the company cannot give any commitment
 - The decision of the company is final in retaining more than one transporter.
- B. The company with mutual agreement with the successful bidder
- Shall enhance/reduce the ordered quantity by **20%**
 - The contract is extendable for further period of **Six Months**. However, further **Extension / Completion of Balance order quantity whichever is later** at the same terms and conditions will be on mutual agreement.

8 PRICE ESCALATION / DE-ESCALATION:

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

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

- A Common * Fuel Factor of 0.20 for distance up to 25KM radius** will be taken into consideration. Fuel factor is the value component of diesel in the rate quoted by the successful bidder expressed as a factor / proportion of the base rate of transportation.
- ** Any Escalation / De-Escalation of Transport Rate applicable for this tender as per above clause will be from the date of commencement of the contract and on the finally agreed / awarded rate.**
- The current prevailing price of High Speed Diesel at **Kolkata** is **₹ 68.15 per Litre. (as on 18.11.2019)**



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9 SPECIFICATIONS (TECHNICAL SPECIFICATIONS)

Item Description	210 Litre nominal empty MS Tight Head Barrel.
Specifications	1. Empty Steel Barrels of 210 Litre nominal capacity Tight Head / 180 kgs Open Head with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs.
	2. The trucks should have absolutely even floor without any protrusions from the sides and with proper rubber beading along the side support angles.
	3. Proper Lashing facility to be provided to secure the drums in order to avoid rattling of drums.
	4. Offered vehicles shall be compliant with prevailing RTO norms.
	5. Vehicles shall be equipped with Global Positioning system / Vehicle Tracking system.
	6. Truck platform to be free from rust, dents sharp areas and uneven surfaces.
	7. All the tyres should have proper treads.
	8. Head lights, indicators and reverse horn to be in working condition.
	9. All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.

10 TENTATIVE QUANTITY FOR SIX MONTHS

9000 Barrels (Approx) in Containerized Truck of 100 barrel capacity



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Annexure – I

11 SCHEDULE OF REQUIREMENT AS DETAILED BELOW.

A. CONTAINERIZED TRUCK OF 100 to 110 CAPACITY

SL no	Location	Containerized Truck Size	Tentative Requirement for 6 months
1.	Paharpur	100 to 110	9000

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





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A. SPECIAL TERMS & CONDITIONS

1. **Nature of Work:** Transportation of 210 ltrs capacity MS Empty Tight Head Steel Barrels of 210Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 25Kgs. by road in from **Industrial Packaging, Kolkata.**
2. **Period of Contract: From December 2019 to May 2020.**

The contract if any awarded against this Tender will be valid for a period of **Six Months**. The company shall extend the contract for a further period of six months prior to expiry of contract on mutual agreement at the same terms and conditions.
3. The offer submitted by bidder should be **valid for the company's acceptance for a period of 90 days from the due date.**
4. **The quantity mentioned under schedule of requirement is merely indicative** and the company cannot give any commitment. The company on mutual agreement with the successful bidder shall enhance/reduce the ordered **quantity by 20%.**
5. The rate quoted shall be on "**per Barrel Basis**" only and the **Rate quoted would inclusive of loading, unloading & Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.**
6. **Stacking / Loading & Unloading of Barrels:**
 - (i) **CONTAINERIZED Truck** (with **minimum carrying capacity of 100 Barrel** in **VERTICAL** loading)

The barrel transport rate should be inclusive of Loading, Unloading & any entry/exit / toll taxes

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

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

9. Payment :

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

10. Detention Charges :

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

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

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

Or



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- B. Provide GPS based data of the detained vehicles in order to claim detention charges. BL shall be provided with access to GPS interface.
11. **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.
12. **Transit Insurance:** Transit Insurance will be borne by Balmer Lawrie for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated to Balmer Lawrie immediately to SCM Dept located at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001. It will be the responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.
13. **Penalty & Risk Purchase Clause :**
NON-PLACEMENT OF TRUCKS & DELIVERY: - The successful bidder shall place the trucks as per our requirement / daily call-ups and lift the barrels **within 24 hours of email intimation to them**. In the event of their failure to do so, the company shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any, incurred by the company on this account will be recovered at actual from the successful bidder from their Security Deposit / Running Bills.
In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the company reserves the right to cancel the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the successful bidder. If such failures is frequent in nature during the contract period, the company at its discretion may also cancel the contract placed on the successful bidder for the remaining period of the contract and also forfeit the Security Deposit of the successful bidder. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at company's discretion.
14. If the lot size is less than 80 barrels per truck load payment will be made for minimum 80 barrels for containerized truck category.
15. **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.
16. **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.**
17. It will be the responsibility of the successful bidder to ensure that the documents like Invoice, Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Successful bidder shall take the responsibility and any financial losses involved in it would be to the successful bidder's account.
18. **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.



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19. **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.
20. **Health, Safety & Environment Standard:** The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the **HSE requirements of our customers**. The list of the HSE qualification norms are listed below.
- Drivers should possess a valid driving license.
 - Each truck should have a cleaner
 - Driver and cleaner should wear Shirt and Pant only.
 - Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
 - Truck platform to be free from rust, dents sharp areas and uneven surfaces.
 - All the tyres should have proper treads.
 - Head lights, indicators and reverse horn to be in working condition.
 - All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
 - Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.
 - The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
 - Over all trucks should be in a well maintained condition.
 - 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.
 - The thread depth of the thread should be at least 1.6 mm.
 - The truck should have side guards, which are very helpful and prevent lots of roll over of bike riders

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

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

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



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21. 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.
22. 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.
23. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Kolkata jurisdiction.
24. The successful bidder will have to provide agreed number of sturdy trucks in good working condition every morning to clear the entire quantity of barrels scheduled for despatch. Schedule will be given one day in advance to your representative. Further also increase trucks as required based on intimation from time to time during the contract period.
25. 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.
26. 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.
27. **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.
28. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
29. 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.
30. 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.
31. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.

Place:

Date:

(Signature of the tenderer with seal)



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C. 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. **Earnest Money Deposit [EMD]** -
Earnest Money Deposit Amount to be deposited in the online mode only for ₹ 3,000/- (₹ Three Thousand only).
 - a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
 - 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.
 - 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.
 - d. 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 offer.
- ii. Non acceptance of orders.
- iii. Non Confirmation of acceptance of orders within the stipulated time after placement.
- iv. Any unilateral revision made by the bidder during the validity period of the offer.
- v. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- vi. Non submission of Security Deposit.

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

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

6. **Security Deposit [SD]:**

The SD amount payable by the successful bidder would **be 3 % of the contract value** with a minimum of **Rs. 10,000/- (Rs. Ten Thousand only)** by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. **payable at Mumbai.** The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC “SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**



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

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

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

Security deposit is liable to forfeiture in the event of:

- a. Non Supply after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- c. Successful Bidder violates the tender conditions.
- d. If the performance of the bidder is found to be unsatisfactory

Any unilateral revision made by the successful bidder during the validity period of the contract.

7. The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the **Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws**. In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to **pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965**, and submit proof towards effecting payment of Bonus.
8. The successful bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the **Workmen's Compensation Act 1923**. Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the successful bidder or his agents or his employees in carrying out the job of the successful bidder.
9. The successful bidder shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties. The successful bidder shall be liable to bear damage under **Employers Liability Act 1938 and amendments 1970** thereof, the expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter.
10. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
11. It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
12. The Company reserve the right to cancel the tender without assigning any reasons.



Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

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

Phone: 022 66258215

Tender No : 0100LE1530 dated 29.11.2019 due on 09.12.2019 at 14.00 hours

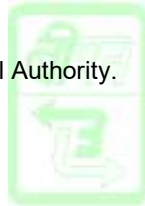
13. **ARBITRATION:** Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

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

14. **FORCE MAJEURE :** Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

* Declared Strike / Bandhs

- Lockout
- Natural Calamities
- Decrees of any Government or Governmental Authority.
- Revolution
- Wars
- Acts of enemies of the state.
- Riots



Any reason other than the above will not be considered as force majeure condition.

As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

Place:

Date:

(Signature of the tenderer with seal)



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PRICE BID [Annexure – II]

Destination & Quantity of Empty Steel Barrels to be transported during the period December 2019 to MAY 2020 (Six Months) extendable for further 06 months.

A. CONTAINERIZED TRUCK – ANNEXURE - I

Location	Containerized Truck Size	Tentative Requirement for six months (No. of Barrel)	Rate (Rs/Brl)
Paharpur	100	9000	
TOTAL		9000	

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)





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CONDITIONS FOR ONLINE BID SUBMISSION

Annexure - III

1. Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

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

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

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

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

a. Minimum System Requirements:

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

b. Operating System:

- Windows 2000 Professional
- Windows XP

c. Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

d. Java Component:

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

3. **Procedure for Bid Submission** : The bidder shall submit his response through bid submission to the tender on e. Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.
4. **Digital Certificate authentication**: The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform.All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.
5. **Bid Submission Acknowledgement**: The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
6. **Submission of Hard copies**: After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.
7. **Disclaimer Clause** :The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.



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ANNEXURE-IV

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
- p **Respect for the basic human rights of employees**
 - to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - to respect the personal dignity, privacy and rights of each individual;
 - to refuse to employ or make anyone work against his will;
 - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - to comply with the maximum number of working hours laid down in the applicable laws;
 - to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- Prohibition of child labor**
 - to employ no workers under the age of 18;
- Health and safety of employees**
 - to take responsibility for the health and safety of its employees;
 - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - to provide training and ensure that employees are educated in health and safety issues;
 - to set up or use a reasonable occupational health & safety management system;
- Environmental protection**
 - to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - to minimize environmental pollution and make continuous improvements in environmental protection;
 - to set up or use a reasonable environmental management system;
- Supply chain**
 - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - to comply with the principles of non-discrimination with regard to supplier selection and treatment.



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DECLARATION BY MSE BIDDER

(ANNEXURE – V)

BIDDER TO SUBMIT ON THEIR LETTER PAD

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

Dated

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

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

I/We hereby also declare the following:-

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

Company Authorized Signatory
(Seal & Stamp)