



SBU – Industrial Packaging
5, J. N. Heredia Marg, Ballard Estate
Mumbai – 400 001, Maharashtra
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TENDER ENQUIRY NO. 0100LI0836 DATED 05-06-2017
DUE ON: 15-06-2017 AT 12:00 HRS

Sealed Single bid offers are invited from Reputed Manufacturers or their authorized agents, for supply of 1500 MT \pm 20% Cold Rolled (CR) Steel coils under **Advance Authorisation** during the period August'17 – September'17. The tender document can be downloaded from www.balmerlawrie.com website.

Contact Details:
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Balmer Lawrie & Co. Ltd.
SBU – Industrial Packaging
5, J. N. Heredia Marg, Ballard Estate
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Introduction

Balmer Lawrie & Co. Ltd. is a leading manufacturer of steel barrels in India. The company buys about 1,00,000 MT of CRCA Steel Coils annually for barrel manufacturing. We have a requirement of 1500 MT ($\pm 20\%$) CRCA Steel Coil for Barrel Manufacturing at IP Silvassa and IP Navi Mumbai. Sealed tenders are invited from reputed manufacturers or their authorized agents, for supply of **1500 MT ($\pm 20\%$)** under **Advance Authorisation** during the period **August'17 – September'17**. Detailed specifications, terms and conditions of the Tender are given below.

DETAILED TERMS

1. Product Specifications

A. Product Specifications for ECL Quality with DOS-A Oiling:

Specifications of Cold Rolled Closed Annealed (CRCA) Steel coil oiled for STEEL DRUM (BARREL)	
Specifications	Cold rolled steel in accordance with IS 513 : 2008; CR2 – D Grade, mild steel, Oiled, Continuous Cast, Continuously Annealed, suitable for drum manufacturing (body or ends, as specified)
Chemical Composition	Carbon 0.08% Max
Hardness	For drum body coils (913 / 910 mm width) – HRB 45–60 aiming at HRB 55 For drum end coils (1220mm width) – HRB 40–55 aiming at HRB 50
Thickness Tolerance	The thickness tolerance would be : 1] 0.90(+0.03/-0.03)mm aiming to achieve average thickness of 0.890mm 2] 1.00(+0.03/-0.03)mm aiming to achieve average thickness of 0.970mm 3] 1.20(+0.03/-0.03)mm aiming to achieve average thickness of 1.185mm
Electrical resistance	Suitable for resistance seam lap welding with an AC welding process at the rate of minimum 15 mtr/min.
Surface Cleanliness	The steel must be free from pinholes & lamination and other surface defects such as scale, rust, water, sensitive residues, contaminants, black patches, blisters, pitting, porosity, cracked or tom edges, serrated edge that will impair the quality of steel drums. There should be no marking on any part of the steel surface. Steel should be Electrolytically [ECL] clean steel
Corrosion Resistance / Paint Adhesion	Suitable for spray painting or lacquering without pre-cleaning or any other pre-treatment / degreasing and surface treatment.
Oiling	The steel should be coated with DOS-A Oil at 40-50mg /sq.mtr/side. The oil should be applied uniformly to ensure complete wetting of the surface area and there should be no localized accumulation of oil droplets, visible oil flow marks and oil patches..
Width Tolerance	Minus 0/plus 2mm, aiming to achieve (-0/+1 mm).
Flatness	Flatness after decoiling to be better than 4mm over 1800mm length in length direction, no variation along width
Welding	Preferably NO weld joints. However maximum of one weld per coil can be accepted.
Coils weight	Not to exceed 12 MT.
Coil Inside Diameter	Core: Horizontal, of diameter 508 mm for all sizes for IP-Navi Mumbai
Winding	With maximum deviation of 5 mm in regularity of superimposed laps in coil
Packing	Standard sea-worthy, to prevent any penetration of moisture and formation of rust, to guarantee to be free from dust and rust contamination, edge damage
Markings (on each coil outer cover) (3 Places)	A) Ordered thickness B) Ordered width C) Gross weight (kgs) D) Net weight (kgs) E) Coil identification number
Shipment	Break Bulk for Mumbai Port;

2. **Quantity & size of steel** is indicative and may vary at the time of placement of Purchase Order. Company reserves the right for re-allocation between the size & monthly quantity of steel within the overall tender quantity. The company reserves the right to place a repeat order on the successful bidder. Final details of the quantity location wise, month wise and size wise will be given to the awardee with the official purchase order, post finalization of the Tender.
 3. **Latest Shipment Date** for completion of supplies against this tender is 15th September 2017, however, efforts should be made to dispatch by end of August 2017. In case the L1 bidder is unable to meet the shipment dates as per the tender, BL reserves the right not to allocate any quantity to L1 bidder and allocate the same quantity to L2, L3 or other bidders subject to their matching of L1 price and the shipment date as per the tender.
 4. A) Supplier should give offer in the attached Annexures 1 & 2 on CFR Mumbai Port (Break Bulk Shipment basis) clearly mentioning the FOB Price, Freight and CFR Price separately for L/C 180 days Usance and LC at sight.
B) The Company reserves the right to place order on FOB/CFR basis.
 5. **Payment:** Please quote for both L/C 180 days Usance and LC at sight in the attached Annexure mentioning your clear acceptance to the payment terms.
 6. **Quality:** Each lot / batch should be accompanied by the manufacturers test certificate duly approved by quality control / assurance conforming to the technical specification as mentioned in Sl.No.1 (A) above.
 7. **Guarantee:** On receipt and inspection of the product (within 90 days of arrival), if it is found that it does not meet the contractual specifications or is not suitable for purpose of barrel making, the supplier has to refund the total value of rejected steel by way of Demand Draft / TT before lifting of the same.
 8. **Pre-shipment inspection:** The buyer shall reserve the right to have pre-shipment inspection done by an independent inspection agency at their own cost. However, acceptance during pre-shipment inspection does not absolve the responsibility of the supplier till completion of defect liability period of 90 days from receipt of material at our factory as mentioned in S.No.7 above.
 9. **Country of origin including Port of Shipment:** Please indicate the country of origin. All shipments to be accompanied with ORIGINAL "CERTIFICATE OF ORIGIN".
 10. **Customs tariff number:** Please indicate the harmonized customs tariff number.
 11. **Offer validity:** Offer should be valid for acceptance for 60 days from the date of opening of tender.
 12. **The Bidder should quote only for the following recommended Mills
For steel supplies ECL quality with Dos-A Oil Coating (for IP Navi Mumbai):-**
 - POSCO, Korea
 - Nippon Sumitomo and Sumitomo Metal Corporation, Japan
 - Valin Arcelor Mittal Automotive, China
- Note:** Commercial bids for determination of L1 bidder for each individual plant will be considered, only from those suppliers whose material has been approved as per the above list of approved mills /suppliers. Other bidders who may intend to quote, their bid will be considered for trials at BL's discretion and will not be considered for determining the L1 bidder.
13. BL reserves the right to reject all the tenders received or accept part of the tendered quantity at its sole discretion.
 14. Bidders should quote for full quantity for a particular thickness and width in a location. Part quantity offers for any thickness in a location will not be considered for tender evaluation and determination of L1 bidder.

15. Bidder will be evaluated based on lowest Net Delivered Price (NDP) for a particular thickness and width for each location. Order will be placed on lowest NDP bidder. If there are more than one L1 party, the order will be distributed proportionately. BL will reserve the discretion of placing trial lot on other than the L1 bidder.
16. Shipping Documentation: All shipping documents to be made separately and should be order/plant specific.
17. **Tentative Delivery Schedule** would be as per Annexure – 3. The delivery schedule is indicative and subject to change, based on mutual consent of both parties, and also may consider multiple shipments. However, the latest shipment date will remain unchanged. Final SKU wise delivery schedule will be provided along with the official Order.
18. Arbitration: All disputes, in connection with this transaction shall be settled amicably by negotiation. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, either directly or indirectly, which cannot be settled by the Parties hereto, shall be finally decided by arbitration in accordance with the UNCITRAL rules of arbitration existing at the date thereof, except that in case of any conflict between the provisions of such rules and the provisions of this Agreement, the latter shall govern.

There shall be three arbitrators; one of the arbitrators will be nominated by each of the Parties and the third (who shall act as Chairman) shall be appointed by agreement between the Parties and failing such agreement shall be appointed by agreement between the nominated arbitrators and failing such agreement shall be appointed in accordance with the UNCITRAL rules or if rules do not provide for an appointing authority, then the appointing authority shall be as provided in accordance with the appointing procedures of the International Chamber of Commerce, Paris, France; otherwise, the arbitration shall be instituted in accordance with the UNCITRAL rules.

The arbitration, including the rendering of the award, shall take place in New Delhi. The language to be used in the arbitration shall be English.

Any decision or award of the arbitrators shall be based solely on the provisions of this Agreement, provided, however, that to the extent that the subject matter for the decision or award is not provided for in such provisions, it shall be based on the substantive and procedural law of India, excluding its conflicts of law provisions. The arbitrators shall not be requested nor shall they have the power to render any decision or award except as provided in the preceding sentence. Cost of arbitration shall be shared equally by the Parties.

Judgement upon the award rendered shall be enforceable in any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

This agreement shall be governed by the laws of India.

19. Force Majeure: Only the following shall be considered as "Force Majeure" if they intervene before the contractual delivery date and impede performance: Acts of God, Wars, Revolutions and Official Strikes.
20. Delay in delivery: In the event of delay (except in force majeure events) in delivery as per agreed schedule BL reserves the right not to accept the deliveries or terminate the contract in part or in full.

You are requested to kindly submit your 'Best Offer' in the enclosed Annexure on or before 15-06-2017 up to 12.00 hrs IST superscribing the envelope **"Quotation for supply of CRCA Steel Coils due on 15-06-2017"** and should be addressed to **Chief Manager [SCM], Balmer Lawrie & Co. Ltd., 5, J. N. Heredia Marg, Ballard Estate, Mumbai 400001, India, Tel +91 (22) 66258188, Fax +91 (22) 66258200.** Last date for receiving completed Tender Form is **12.00 hrs on 15-06-2017.**

Balmer Lawrie & Co. Ltd.,
Industrial Packaging
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ANNEXURE – 1

**TENDER ENQUIRY FOR PURCHASE OF COLD ROLLED CLOSED ANNEALED (CRCA) STEEL COILS
[DOS-A OIL COATED]**

QUOTATION FORM

TENDER ENQUIRY NO.0100LI0836 DATED 05-06-2017 DUE ON: 15-06-2017 AT 12.00 HRS.

PRICES TO BE QUOTED : L/C AT SIGHT - CFR, MUMBAI PORT

RATE [USD / MT]

S.No.	DIMENSIONS	QUANTITY	F.O.B PRICE,	FREIGHT	CFR MUMBAI PRICE
		[MTS]	PORT OF LOADING++	(BREAK BULK) UPTO	[FOB PRICE + FREIGHT]
				MUMBAI PORT	
			[A]	[B]	C=[A+B]
	IP-TALOJA				
1	0.90MM X 913MM	1000			
2	0.90MM X 1220MM	500			
	TOTAL	1500			

++ Please indicate the port of loading

**** Please indicate FOB Price & Freight separately**

DATE :

NAME & ADDRESS OF THE TENDERER :

LAND LINE NO.:

MOBILE NO.:

EMAIL ID:

NAME OF CONTACT PERSON :

SIGNATURE OF THE TENDERER :

Balmer Lawrie & Co. Ltd.,
Industrial Packaging
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ANNEXURE – 2

**TENDER ENQUIRY FOR PURCHASE OF COLD ROLLED CLOSED ANNEALED (CRCA) STEEL COILS
[DOS-A OIL COATED]**

QUOTATION FORM

TENDER ENQUIRY NO.0100LI0836 DATED 05-06-2017 DUE ON: 15-06-2017 AT 12.00 HRS.

PRICES TO BE QUOTED : L/C AT 180 DAYS CREDIT - CFR, MUMBAI PORT

RATE [USD / MT]

S.No.	DIMENSIONS	QUANTITY	F.O.B PRICE, PORT OF LOADING++	FREIGHT (BREAK BULK) UPTO MUMBAI PORT	CFR MUMBAI PRICE [FOB PRICE + FREIGHT]
		[MTS]	[A]	[B]	C=[A+B]
	IP-TALOJA				
1	0.90MM X 913MM	1000			
2	0.90MM X 1220MM	500			
	TOTAL	1500			

++ Please indicate the port of loading

**** Please indicate FOB Price & Freight separately**

DATE :

NAME & ADDRESS OF THE TENDERER :

LAND LINE NO.:

MOBILE NO.:

EMAIL ID:

NAME OF CONTACT PERSON :

SIGNATURE OF THE TENDERER :

Latest Shipment Date – 15th September 2017 at the Port of Shipment		
Plant	Material	Quantity
Navi Mumbai	0.90MM X 913MM	1000
Navi Mumbai	0.90MM X 1220MM	500
	TOTAL	1500

SUPPLIER CODE OF CONDUCT

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co. Ltd.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. Ltd. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Ltd. Compliance Program. In such event Balmer Lawrie & Co. Ltd. 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.