



**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258186/66258188/66258216
Fax No. 091 - 022– 66258200**

NOTICE INVITING TENDER

Tender No. 0100LE0978 dated 20.12.2017.

**Due date of Tender : 26.12.2017 at 16:00 hrs.
Opening of Price Bid: 26.12.2017 at 16.05 hrs.**

Sealed Single Bid offers are invited for Transportation of C.R. Steel Coils from our Plant located at Taloja to our Plant located at 32, Sattangadu Village, Thiruvottiyur – Manali Road, Manali, Chennai. The tender document can be downloaded from www.balmerlawrie.com website.

Contact details :

Balmer Lawrie & Co.Ltd.
SBU-Industrial Packaging,
5, J. N. Heredia Marg , Ballard Estate
Mumbai – 400 001.

1. Shri Amlan Gupta, Mob.9987499905 Land Line No.022 66258188
e.mail : gupta.amlan@balmerlawrie.com
2. Smt Radha Balakrishnan, Mob.9987526241, Land Line No.022 66258197
e.mail:radha.b@balmerlawrie.com

Introduction

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

A. Instructions for bidders

1. **Please Refer to Annexure –II for detailed Technical Specifications / Scope of Supply**
2. The tender is invited **in Single Bid System**. The tender document consists of **Price Bid**.
3. All documents required in the tender can be deposited in the Tender Box at the following address, **“Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai - 400 001”**
4. Important points to be noted

4.1 Due date for submission of bids 26.12.2017 at 16:00 hrs.
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All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

The term **“BL”** wherever mentioned in the tender document refers to **“Balmer Lawrie & Co. Ltd.”**

BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

5. Bid Security / Earnest Money Deposit (EMD)/ Bid Bond – As per Annexure-IV
6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

Response from registered Vendors registered with Balmer Lawrie 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.

Format of Tender

Tender documents consists of:

Sr.No.	Contents	Annexure
1	General Information	I
2	Scope of Supply	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Price Bid	V
6	Addresses of various Balmer Lawrie plants	VI
7	Vendor Details	VII
8	Bank details for SWIFT / RTGS Payments	VIII
9	Code of conduct for Vendors & Balmer Lawrie	IX

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

7.1 Late Bids

Any bid received after the submission deadline will be declared 'Late' and rejected and returned unopened to the bidder

7.2 Bid Validity

The offer shall remain valid for a period of two months from the date of opening of the Price Bid.

7.3 Bid Rejection Criteria

A bid may be rejected if

- i. The bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount.

- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

7.4 Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (*Only email queries shall be replied*)

ANNEXURE-I

GENERAL INFORMATION

This tender document is prepared to define the scope of activities/supplies. All pages of this document issued at the time of execution, shall form the integral part of the contract.

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

- Confirmation on the scope as detailed out in this tender.

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

Sealed offers should be dropped in the Tender Box available at Balmer Lawrie's Ballard Estate Office. Tender number with date and due date should be clearly mentioned on the Envelope.

ANNEXURE-II

SCOPE OF SUPPLY

Transportation of Cold Rolled Steel [in Coil form] from our Plant located at Taloja to our Plant located at Chennai.

Specification of Material to be transported:

Steel Coils of width 0.97mm x 1050mm.	Weight of coils ranging from 8MT to 12 MT
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Transportation Location & Quantity:

Location From	Est. Qty (MT)
From Taloja(Navi Mumbai) to Chennai	50.00

(Requirement of vehicle should be open trailer of 25 ft long only)

The transporter has to keep in touch with BL for lifting of steel coils on to the vehicles within the stipulated date & time, transporting the same to our factory location at transporters risk and un-loading the steel coils at our premises.

- (a) Weighment : At our discretion, the transporter will be required to route the materials through a weighbridge of our choice to establish gross weight of consignment and tare weight of empty lorries. Cost of weighment charged by Public Weighbridge, if any, will be on account of transporter.
- (b) Loading/Unloading: Loading & Unloading will be done by BL & your quoted rate should be exclusive of these charges.
- [c] The quoted rate should be inclusive of toll charges, entry tax etc, if any.
- [d] Vehicle should be made available within 24 hours of verbal/email intimation.

Transporter should quote the rates “per MT Basis” & the quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward with mutual consent.

Annexure-III

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
Transportation of Cold Rolled Steel [in Coil form] from our Plant located at Taloja to our Plant located at Chennai as per Annexure-II of the tender document.
3.
 - i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.
 - ii) Bidder should quote in the Price Bid format.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Validity of the Contract :**
The Contract if any awarded against this tender be will valid upto **31.03.2018**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward with mutual consent.
6. **Tender Evaluation**
The tender would be finalized on the basis of Lowest Nett delivered price (NDP) Annexure –V
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.**
9. **Dispatch Instructions**
Unless otherwise specifically advised in writing, the goods shall not be dispatched without prior receipt of purchase order issued by BL.
10. In case of unsatisfactory performance of the successful bidder(s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit(s) deposited by the successful bidder(s).
11. **Transit Risk Insurance:**
Transit Risk Insurance shall be covered by BL.
12. **Penalty due to non performance.** Any failure on transporter's part may warrant BL to arrange vehicle from other source at the successful bidders risk & cost recoverable from the pending bills or security deposit. In case of any shortage/damage/deterioration/loss of Steel for whatsoever reason while the same are in the custody of the transporter, the transporter shall be liable to make good the value of goods including duty, penalties and fines as are appropriate for such damage/shortage/loss/deterioration.

ANNEXURE-IV

GENERAL TERMS & CONDITIONS

1. Introduction

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.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of Supply

Scope of Supply for the tender shall be as mentioned in Annexure-II.

3. Reference for Documentation

Tender/Purchase Order Number must appear on all correspondence, invoices, packing and on any documents or papers connected with the order.

4. Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

5. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 3 working days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

6. Earnest Money Deposit: Earnest Money Deposit {EMD} of Rs.4000.00 [Rupees Four Thousand only] is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. Payable at Mumbai. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

- a) In the event of withdrawal of offers during validity period of the offer.
- b) Any unilateral revision made by the bidder during the validity period of offer.
- c) Non acceptance of Contract Order within the stipulated time.
- d) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- e) Non submission of Security Deposit.

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

7. Validity of Quotation: The quotation should be valid for the Company's acceptance for a **period of 30 days (excluding the due date) from the date of opening of the tender.**

8. Sub-Contracting: The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

9. PAYMENT TERMS

All Payments will be made on the basis of Receipt of invoice / Lorry Receipt as supported documents. **Payment will be made after 30 days of receipt of bill.**

Tenderer should quote only rate per MT basis & it should be firm rate basis during the period of contract. Rate in any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per MT, Taxes etc. Taxes should be shown separately as applicable.

For transportation of coil, payments will be released on the basis of Gross Weight of coil.

10. SECURITY DEPOSIT:

Earnest Money Deposited would be converted as Security Deposit.

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

- The Security Deposit will not bear any interest.
- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to supply tendered item as per delivery period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.

11. Placement of Truck:

- The successful bidder shall place the vehicles as per our requirement from time to time. In the event of failure to do so, BL 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.

12 Award of Contract:

- **BL shall place the Purchase order on the Lowest Quoted Bidder and as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder.**
- **100% order will be placed on L1 party. In the event where there is more than one L1 bidder, then the quantity will be distributed equally between the L1 bidders.**
- **Negotiations, if held will be only with the lowest bidder.**

13. Invoicing :

Transporter will be required to ensure that the consignment delivered by him to our works is accompanied by his Lorry Receipt. A receipted copy of the Lorry Receipt must be submitted with the bill. One copy of the Lorry Receipt will be retained by us.

14. RISK PURCHASE

The successful bidder shall place the trucks as per our requirement. In the event of failure to do so, BL 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 BL shall be recovered from the successful bidder.

15.Delays

15.1 Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

15.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 11.

15.3. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend service covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

16. 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 Kolkata to a sole arbitrator to be appointed by Chairman & Managing Director, Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Kolkata, 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.

17. Safety to Company's Property

The transporter should ensure that during the time of operation there is no damage to the property / personnel of Balmer Lawrie. In the event of any damage, the same will be repaired/compensated by the company at the cost of the transporter.

18. Relaxation of Tender Terms & Conditions

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

19. Price

Unless otherwise agreed to in terms of the purchase order, the price shall be:
Firm and not subject to escalation for any reason whatsoever till execution of entire order.

20. Termination

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- i. The bidder fails to comply with any material term of the Contract.

- ii. The bidder informs BL of its inability to deliver the item within the stipulated delivery period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace /rectify any rejected or defective material promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply as per the purchase order.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited.

I/We accept all your terms and conditions as stated above.

Seal & Signature of Tenderer

ANNEXURE- V

PRICE BID – to be filled by BIDDER

Location from	Est. Qty. (MT) (A)	Unit Rate Rs per MT(B)	Amount Rs. (A x B)
From Taloja (Navi Mumbai) to Chennai (Coil form)	50.00 MT		
<p>1. The bidders should quote the rates only on “Rs. per Metric Tonne [MT]” basis & exclusive of loading & unloading charges. Rates quoted on trailer basis or any other basis is not acceptable.</p> <p>2. The quantity indicated is only estimate. However, no commitment is given by the company on fulfilment of the estimated quantity.</p> <p>3. <u>Award of contract:</u></p> <p>a. Award of Contract – Refer clause no. 12 of ‘General Terms & Conditions’.</p> <p>b. In the event of more than one L1 bidder the order will be equally distributed.</p> <p>4. The company reserves the right at its discretion to enhance the estimated <u>quantity by another 10%.</u></p> <p>5. The contract shall be extended on mutual agreement with the successful bidder till completion of the balance order quantity beyond the contract period as per tender terms & condition.</p> <p>6. Interchange of order quantity between the material within the awarded estimated order value of the contract shall be made by company.</p>			
Service Tax Registration No.		PAN(Personal Account No.)	
Contact Person		Telephone Nos.	
E-Mail ID		Fax Nos.	
<p>We have quoted our rates after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.</p> <p style="text-align: right;">Signature of the bidder with Seal & Date</p>			

Annexure - VI

Addresses of various Balmer Lawrie plants

1. Balmer Lawrie & Co. Ltd., Industrial Packaging,
Survey No.23/1/1,Khadoli Village
SILVASSA – 396 230.
2. Balmer Lawrie & Co. Ltd., Industrial Packaging,
32, Sattangadu Village
Thiruvottiyur – Manali Road, Manali
CHENNAI – 600 068.
3. Balmer Lawrie & Co. Ltd. Industrial Packaging,
62, Patnam Post, Patnam Village, Araconda Road
Thavanampalle Mandal
Chittoor – 517 131.
Andhra Pradesh
4. Balmer Lawrie & Co. Ltd., Industrial Packaging,
Village Piyala, Post Asaoti
Dist. Faridabad
HARYANA – 121 102.
5. Balmer Lawrie & Co. Ltd., Industrial Packaging
G-15, 16 & 17 MIDC Taloja
Village: Padge, Taluka: Panvel, Navi Mumbai
Dist: Raigad, Maharashtra, India
Pin: 410208
6. Balmer Lawrie & Co Ltd
SBU – Industrial Packaging
P-4/1, Oil Installation Road, Paharpur
Kolkata (West Bengal) – 700088
Ph - 033-24393808, Fax No. – 033- 24393793

ANNEXURE - VII

DETAILS OF VENDOR

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

ANNEXURE VIII

BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	L. Vendor's e mail id	

ANNEXURE- IX

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**
 - o to comply with the laws of the applicable legal system(s).
- Prohibition of corruption and bribery**
 - o 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**
 - o 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;
 - o to respect the personal dignity, privacy and rights of each individual;
 - o to refuse to employ or make anyone work against his will;
 - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o to comply with the maximum number of working hours laid down in the applicable laws;
 - o 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**

- o to employ no workers under the age of 18;
- **Health and safety of employees**
 - o to take responsibility for the health and safety of its employees;
 - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - o to provide training and ensure that employees are educated in health and safety issues;
 - o to set up or use a reasonable occupational health & safety management system;
- **Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;
- f **Supply chain**
 - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - o to comply with the principles of non discrimination with regard to supplier selection and treatment.