



**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258208/66258191
Fax No. 091 - 022– 66258200**

NOTICE INVITING TENDER

Tender No. 0100LM1295 dated 25.01.2019

**Due date of Tender : 04.02.2019 at 11:00 hrs.
Opening of Price Bid: 04.02.2019 at 11:15 hrs.**

Sealed Single Bid offers are invited for supply of “Evaporative Stamping Oil” to our Barrel manufacturing Plant at Navi Mumbai [Taloja]. 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.

Contact Persons:

Shri Tushar Ingale, Mob.9769015541 Land Line No.022 66258209
e.mail: ingale.td@balmerlawrie.com

Smt Amanda Couto – Mob-09004002269, 022 66258208,
email ID: amanda.c@balmerlawrie.com

Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

A. Instructions for bidders

1. **Please Refer to Annexure –III for detailed 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 04.02.2019 at 11:00 hrs.
 - 4.2 Price Bid opening on 04.02.2019 at 11:30 hrs.

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.

This is a Limited Tender. Only offers received from suppliers whose product has been approved by Balmer Lawrie, will be considered for commercial evaluation and determination of L1 rates. Copy of approval certificate to be attached along with the tender.

New suppliers whose product has not been approved by Balmer Lawrie, will be considered for trials at Balmer Lawrie’s discretion.

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

6. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – GST Compliances
- E. Annexure II – Details of Vendors
- F. Annexure III - Scope of supply
- G. Annexures IV – Price Bid.
- H. Annexure V – Addresses of Balmer Lawrie location
- I. Annexure VI - Bank Details for SWIFT/RTGS Transfers
- J. Annexure VII- Code of Conduct for Balmer Lawrie & Co. Suppliers

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. Late Bids

No offers will be entertained after the closing date.

8. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

9. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not submit the required details as specified [Annexures II]
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Bidders who are not registered under GST, will have to provide a self declaration that their income is below the limit as required by GST applicability (i.e. Aggregate turnover of FY is <20 lakhs). And hence not eligible for GST Registration. Bidders who are registered under GST, will have to provide the GST Number as per Annexure- III and also provide proof of such registration.

10. 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*)

11. Opening of Price Bid

The price bids of bidders with valid offers as set by BL shall only be opened.

12. Complete Scope of Supply

The complete scope of supply has been defined in Annexure III of the tender document.

13. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Deviation from technical specifications, as given in the tender document Annexure-III would invite immediate disqualification from further consideration of the bid.

14. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only. Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

15. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined therein.

a. Price Bid (Annexure IV is Price Bid)

The lowest bidder will be decided based on the Lowest Nett delivered price (NDP) in Indian Rupee, for the item mentioned in the scope of supply. In case there is a tie between bidders at L1 position, the item quantity will be distributed equally.

For evaluation of the Price Bid, for import suppliers, the conversion rate prevailing at the time of opening of the tender will be considered.

Price bid should be filled as per the format provided (Annexure IV).

b. The vendors are requested to submit the hard copies of documents to the Tender Inviting Authority before the due date at our Ballard Estate Office.

SPECIAL TERMS & CONDITIONS

1. Security Deposit (SD)

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001.

The Security Deposit to be submitted within 10 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.**

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

- The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

Security Deposit is liable for forfeiture, if

- (a) Non supply after Acceptance of Purchase Order.
- (b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- (c) Successful bidder violates the tender condition,
- (d) If the performance of the bidder is found to be unsatisfactory.
- (e) Security Deposit will be refunded only after successful completion of the contract.

2. Payment Terms:

Our payment terms are as follows:

Payment for the accepted material will be made within **30 days** from the date of receipt of the material or bill whichever is later.

3. Tenderer should quote only rate per litre and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per litre, Freight, GST.

4. Risk Purchase

In case delivery of material is not effected as per given schedule, we reserve the right to prune the order quantity to the extent it is purchased from the market at your cost and risk. The deduction on account of such procurement, if any, will be recovered from your due payments / security deposit.

5. Award of Contract

The contract would be awarded to the L1 bidder only. In case there is a tie between bidders at L1 position, the item quantity will be distributed equally.

For evaluation of the Price Bid, for import suppliers, the conversion rate prevailing at the time of opening of the tender will be considered.

Negotiations, if held, will be only with the lowest bidder.

6. Testing / Inspection

- i) Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.

7. Delivery Of “Evaporative stamping oil”.

- i) To our plant at Taloja [Navi Mumbai] (addresses given as attachment). Delivery schedule should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.
- ii) The item should be packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material should be suitably protected from water ingress especially during monsoon. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packaging.
- iii) All costs related to unloading & stacking of material at the plant shall be at the supplier's account.

8. Delivery Period :

Within 7 days from the date of our Purchase Order.

9. Transit Risk Insurance

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

B. GENERAL TERMS AND 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 III.

3. Reference for Documentation

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

4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 10 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

5. 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.

6. Rejection of Bids

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

7. Delays

7.1 Delay in Bidding

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

7.2 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.4.

8. 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 despatches of goods/materials 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.

9. Sub-Contracts

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.

10. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and

shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

11. 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 or any part thereof 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 any rejected or defective item 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 stop supply.

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 Security Deposit will be forfeited

12. 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 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 & 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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE I

D. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-II attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

E.DETAILS OF VENDOR

ANNEXURE-II

	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/PAN Number	
20	HSN/SA Code for Supply/Service	
21	GST rates (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	
29	Exempt To	

ANNEXURE-III

F. SCOPE OF SUPPLY

Evaporative Stamping Oil ... 420 ltrs

Technical specification of evaporative stamping oil for tools and dies set of press:

Brief description of the production process:

250T press is used for manufacturing of tops and bottoms of 210L Mild Steel drums. Input material for the press operation is CRCA steel which is pre-coated with a special and very thin layer (50-70 micron per sq.meter/side) of special oil, the characteristic of the oil is such that the tops and bottoms can be directly painted/coated without any further cleaning on the substrate.

Additional evaporative stamping oil is applied on steel sheets just before the press working operation by roller coating application.

Technical Specification/Functions desired of the Evaporative Stamping Oil:

1. The evaporative stamping oils should facilitate blanking and forming operation in the press die sets, there should not be formation of rough edges, burrs etc. after blanking/forming operation during regular usage of the stamping oil.
2. It should provide suitable lubrication and cooling properties to tools and die sets during press working and enhance the tools and die life.
3. Once press operation is over this stamping oil should evaporate and should leave a clear and stain free substrate for direct painting and coating on the substrate.
4. Evaporative stamping oil should be compatible for direct painting/coating application on the substrate and after painting the substrate, the paint film/coating film should pass various tests performed to check chemical strength and physical strength of the paint/coating film -such as cross-hatch tape test as per IS101, should pass scratch hardness test for 1500gm, should pass MEK double rub test etc.
5. It should not create any type of rust and coloration on the steel surface.
6. It should not generate any kind of porosity after painting/coating operation.
7. It should not chemically interact with the various types of chemical and lubricating oils filled in the drums, stamping oil should not deteriorate the product quality in any respect which are filled in the manufactured drums by using such tops and bottoms.
8. After painting operation, drums are passed through a continuous Paint baking oven at EMT of 160 degrees for 12 minutes, at this situation the stamping oil should be stable enough and should not generate any kind of black particles, carbon shoots, coloration etc. to the drums bare internal surface.
9. Similarly after coating operation tops/bottoms are passed through a continuous Lacquer baking oven at EMT of 230 degrees for 12 minutes, at this situation the stamping oil should be stable enough and should not generate any kind of black particles, carbon shoots, coloration etc. to the drums surface.
10. Any other standard qualities the evaporative stamping oil is supposed to have to fulfill quality requirement.
11. It should be free from harmful chemicals such as chlorine, sulphur, silicone etc. and it should not form explosive mixture at any pint of time during usage. It should be safe enough to be used in shop floor environment by people.
12. For further understanding the application and functional requirement of the evaporative stamping oils, prospective vendors can visit our plant.

ANNEXURE-IV

G. PRICE BID – to be filled by BIDDER

For INDIGENOUS SUPPLIERS

Sr.No.	Item Description	UOM	Quantity (Ltrs)	Unit Rate [Rs./ltr]	Total Value [Rs.]
1.	Evaporative Stamping Oil	ltrs	420		
	FREIGHT				
	CGST				
	SGST				
	IGST				
	LESS : [CGST+SGST] / IGST				
	Net Delivered Price				

For IMPORTED SUPPLIERS

Sr.No.	Item Description	UOM	Quantity (Ltrs)	Unit Rate [Euro/ltr](*)	Total Value [Euro]
1.	Evaporative Stamping Oil	ltrs	420		
	FREIGHT				
	Net Delivered Price				

*Rate should be inclusive of Packing charges

For evaluation of the Price Bid, for import suppliers, the conversion rate prevailing at the time of opening of the tender will be considered.

Note :- I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Special Terms and Conditions and General Terms & Conditions** as laid down in the Tender Documents.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE - V

H. ADDRESSES OF BALMER LAWRIE PLANT

Balmer Lawrie & Co Ltd, Industrial Packaging
G 15,16,17, MIDC, Taloja,
District – Raigad (Maharashtra) – 410208

ANNEXURE VI

I. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
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	

J. 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:

- f Legal compliance**
 - o to comply with the laws of the applicable legal system(s).
- f 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.
- f 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.
- f Prohibition of child labor**
 - o to employ no workers under the age of 18;
- f 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;
- f 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.