



**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. 0100LM0837 dated 05.06.2017**

**Due date of Tender : 15.06.2017 at 11:00 hrs.  
Opening of Price Bid: 15.06.2017 at 11:15 hrs.**

**Sealed Single Bid offers are invited from authorized dealers of Castrol oils for supply of “Castrol Hyspin AWS 46 Hydraulic Oil” to our Barrel manufacturing Plant at Navi Mumbai [Taloja]. The tender document can be downloaded from [www.balmerlawrie.com](http://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 Nayan Yadav, Mob.08879294183 Land Line No.022 66258191  
e.mail: yadav.nd@balmerlawrie.com

Smt Amanda Couto – Mob-09004002269, 022 66258208,  
email ID: [amanda.c@balmerlawrie.com](mailto: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 –I for detailed Technical Specifications.**
2. The tender is invited in **Single Bid System**. The tender document consists of **Techno/Commercial & 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 15.06.2017 at 11:00 hrs.

4.2 Price Bid opening on 15.06.2017 at 11:15 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.

5. Bid Security / Earnest Money Deposit (EMD) / Bid Bond – As per Clause no. 1 of the Special Terms & Conditions of this Tender document

**NSIC/MSME/DIC UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC/MSME/DIC), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.**

**NOTE: - Bidder having NSIC/MSME/DIC Registration needs to attach complete set of copies of valid Certificate applicable for the tendered item.**

### 6. 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.

## **7. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – Scope of Supply
- E. Annexures II – Price Bid.
- F. Annexure III – Addresses of various Balmer Lawrie locations
- G. Annexure IV - Bank Details for SWIFT/RTGS Transfers
- H. Annexure V- 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.

## **8. Late Bids**

No offers will be entertained after the closing date.

## **9. 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.

## **10. Bid Rejection Criteria**

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.

## **11. 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*)

## **12. Opening of Price Bid**

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

## **13. Complete Scope of Work**

The complete scope of work has been defined in Annexure I of the tender document.

#### 14. 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-I would invite immediate disqualification from further consideration of the bid.

#### 15. 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.**

#### 16. 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 II 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.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

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

**b. The vendors are requested to submit the demand drafts / bank guarantee towards tender fees and / EMD along with hard copies of documents to the Tender Inviting Authority before the due date at our Ballard Estate Office.**

#### B. SPECIAL TERMS & CONDITIONS

##### 1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **INR 3,000.00** (Rs. Three thousand only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-VI to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond**.

- 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:**

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit.

**2. 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.
  - EMD of the successful bidder will be adjusted in Security Deposit.
3. 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.

**4. 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. Payments for supply at different locations shall be made from the respective location.

5. Tenderer should quote only rate per piece basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per piece, Excise duty, and Sales Tax etc. Excise Duty, Sales tax and Freight should be shown separately.

**6. Delivery Period**

Upliftment of the material will be done during the period from May, 2017 to October, 2017 as per call-up received from the Plant.

The spill over quantity, if any, will be carried forward with mutual consent.

**7. 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.

**8. Award of Contract**

The contract would be awarded to the L1 bidder only.

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

## 9. Testing / Inspection

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

### 10. Delivery Of "Castrol Hyspin AWS 46 Hydraulic Oil" for IP-Taloja.

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.

## 11. 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.

## 12 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS

Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 1.0 % of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to maximum of 5% of the total order value.

## C. 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 I.

### 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 Liquidated damages as mentioned in Special Terms & Conditions Clause no. 15.

**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 EMD / 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

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

**AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.**



**ANNEXURE-I**

**D. SCOPE OF SUPPLY**

**Castrol Hyspin AWS 46 Hydraulic Oil.**

**Packing : 1 barrels of 210 litres**

**Other grades of Hydraulic oil are not acceptable.**

**Quantity ... 1260 litres**

ANNEXURE-II

E. PRICE BID – to be filled by BIDDER

Sr. No.	Item Description	UOM	Quantity	Unit Rate [Rs.]
1.	Castrol Hyspin AWS 46	Litres	1260	
A.	TOTAL VALUE			
B.	EXCISE DUTY %	% of A		
C.	CST with 'C' Form	% of B		
D.	VAT %	% of B		
E.	Freight	Input by bidder		
F.	Total Landed Price			
G.	Less : Cenvat			
H.	Less : VAT Credit			
I.	Net Delivered Price	F-G-H		

(Amount in words- )

**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.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

**ANNEXURE - III**

**F. ADDRESSES OF BALMER LAWRIE PLANT**

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

ANNEXURE IV

**G. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
4	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	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. <b>NEFT/RTGS IFSC Code</b>	<b>SCBL0036046</b>
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. <b>SWIFT CODE</b>	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	L. Vendor's e mail id	

#### **H. 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.