

(Regd. Office: 21, N.S.Road, Kolkata-700001)

TENDER NO: BL/LC/MAN/CLAY/LT/201718/0272

Dated: 07.02.18

Due date: 20.02.18

Sub: Online “e” bidding for Supply of China Clay TPW.

1 INTRODUCTION

Balmer Lawrie & Co Ltd. [herein after referred as BL] is a multiple product, multi location and multi technology conglomerate and manufacture of Leather Chemicals forms one of the core businesses of the company. The company invites e-bids for supply of **China Clay TPW** as detailed below for our Chennai plant.

2. SPECIFICATION

Physical Appearance : Off white fine powder
Bulk Density : 0.40 – 0.60
% Ash : 85.0 – 90.0

Heavy Metals limit in PPM (Certificate of declaration is required for the consignments)

A) Cadmium 40

B) Lead 50

C) Arsenic 10

D) Mercury 5

E) Antimony 30

F) Copper 25

G) Chromium 60

H) Tin 60

I) Barium 1000

J) Selenium 500

3. QUANTITY : 150 MT +/-10% MT.

Item	Particulars	Formula (if any)
1	Unit of Measurement	
2	Basic Price per unit	A
3	Freight (Including Insurance) per Unit	B
4	Total Basic Price(Including freight & Insurance)	$C = \text{SUM}(A+B)$
5a	CGST in %	$D1=C* (\text{Applicable CGST Rate in \%})$
5b	SGST in %	$D2=C* (\text{Applicable SGST Rate in \%})$
	OR	
6	IGST in %	$D3=C* (\text{Applicable IGST Rate in \%})$
7	Total Cost	$E= \text{SUM}(C+(D1+D2) \text{ or } D3)$
8	Less: CGST	$F= D1$
9	Less: SGST	$G= D2$
10	Less: IGST	$H= D3$
11	Landed Cost	$I= (E- (F+G) \text{ or } H)$
12	Unloading	By Vendor
12	8 Digit HSN Code of the tendered item	To be provided by Vendor

The Material should be supplied in HDPE Bag (Neutral) of 20 Kgs each in the lot of 10 MT +/- 10% only. Your offer should be F.O.R. Manali, door delivery basis. Freight on 'To Pay' basis will not be entertained. Offer should have clear details on ED, ST and Cenvat benefit, Freight, Insurance etc. The prices should be firm till the completion of order.

The Contract period will be for 12 months from the date of Purchase order or till Completion of quantity whichever is later.

4 AWARD OF CONTRACT

The on-line closed bids shall be used for grading the bidders. Evaluation of the price bids will be done and lowest landed rate shall be taken as L1 price and next lowest as L2 price and so on.

The total order is proposed to be split in the ratio of 60: 40 among the lowest quoted two bidders subject to the following conditions:

-The L1 bidder will be allocated 60% of the total quantity and the L2 bidder shall be requested to match the price of the L1 bidder. If the L2 bidder agrees, then 40% of the total quantity shall be allocated to him.

-In case the L2 bidder disagrees to match the L1 price; then the balance 40% would also be placed on L1 bidder.

5 DELIVERY

Material shall be delivered to us as per our delivery schedule without fail. Delivery schedules will be given as per mutually agreed terms. In case of any delay beyond the agreed delivery period the company reserves the right to purchase the requirement from other sources and such quantity would automatically get reduced from the total order quantity placed on the originally successful bidder. The additional cost incurred by the company on account of above would be recovered from the successful bidder.

6 PAYMENT TERMS

Minimum credit period accepted is 30 days. In case the supplier wants to offer a credit period other than 30 days the same should be clearly mentioned in the quote itself. For any change in the credit period offered by the supplier, suitable adjustments will be made in arriving at the landed cost for our company. Credit period will be reckoned from the date of receipt of material at our factory.

EMD: Your offer should be accompanied by and Earnest Money Deposit (EMD) amount of Rs 15000/= in favour of Balmer Lawrie & Co Ltd., payable at Chennai. Offers not accompanied by EMD shall not be considered. The EMD shall be free of interest and shall be refunded to unsuccessful bidders within 30 days of closing of tender. SSI and NSIC units are exempted from EMD. In such cases copy of SSI / NSIC certificate should accompany the tender.

**The Senior Manager (SCM)
Balmer Lawrie & Co Ltd
Leather Chemicals Division,
32, Sathangadu Village,
Manali, Chennai – 600068
Tel: 25946542**



Any new entrant participating against our website enquiry will be considered only for vendor development and not for placement of order against this tender.

7 SECURITY DEPOSIT (SD)

Each successful tenderer shall be required to submit within 10 days of issue of LOI / PO, SD equivalent to 5% of the total order value rounded off to the nearest thousand rupees by a/c payee pay order / demand draft / irrevocable BG as per our format valid till for the contract period plus one month. The BG format will be issued to successful bidder. No interest will be payable on the SD held with us. Failure to submit SD shall entitle BL to reserve the right to cancel the order without recourse to the bidder and forfeit the EMD. The SD shall be refunded after the contract period on satisfactory completion of order. In the event of breach of contract, this SD is liable for forfeiture.

8 CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site / or BL Web Site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids in the eProcurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

9 Registration with E-Procurement platform

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Manisankar (Chennai)	Chikkavarapu.manisankar@c1india.com	+91-8939284159
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Partha Gosh	Partha.gosh@c1india.com	+91-8811093299

10 Digital Certificate Authentication

The bidder shall authenticate the bid with his Digital Certificate before submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

11 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 eProcurement platform / BL Website. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

12 Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

13 PRICE BID TO BE UPLOADED ON-LINE ONLY

SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS's PARTICIPATION IN THE TENDER

14 VALIDITY OF OFFER

Your offer should be valid for acceptance up to 120 days from the due date.

15 GENERAL

BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

16 CONFLICT OF INTEREST

The bids of any tenderers may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

17 ARBITRATION

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

18 DISCLAIMER CLAUSES:

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

19. RISK PURCHASE:

If the supplier fails to supply the product within the stipulated timeline or if the supplied product is rejected by our QC, then Balmer Lawrie has the right to source the product of that equivalent quantity from the market. In such case, if the purchased product from the market is higher value than the P.O. price, the difference in cost will be debited to the supplier.

Note: If the material in the lot is rejected by our QC, the rejected material has to be taken back by the supplier at their cost.

20. Anti- Profiteering Clause

GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of inputs tax credits be passed on to the customer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits to BL while quoting their price.

21. Compliance to Industrial safety:

The vendor should have complied all the relevant safety standards and HSE policy as per the statutory norms. The bidders should have all the necessary valid licenses / permits / certificates as applicable to their industry / pollution board norms. Non-adherence or violation to the above criteria will lead to the cancellation of contract / order and the supplier will be blacklisted.

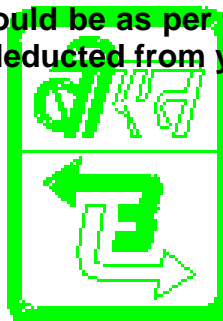
22. GST TAX FORMALITES & COMPLIANCE WITH REGULATIONS

Vendor shall warrant that all goods covered by this agreement / contract are dispatched and delivered in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST invoice so that equivalent amount may be availed as GST / applicable tax credit by BL. Vendor / vendor's nominated transporter shall ensure handing over of the GST paid invoice for availing concerned levy to the Company at the time of delivery of the consignment.

All laws and regulation required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and / or their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods covered by this agreement / contract.

The processing of invoice should be as per the GST act. Any penalties due to the non-adherence will be deducted from your invoice.



For **Balmer Lawrie & Co Ltd**
A.ARUN
Sr. MANAGER (SCM)