

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

TENDER NO: BL/LC/MAN/CAULYE/LT/201718/0341

Dated: 28.03.2018

Due date: 09.04.2018

Sub: Online “e” bidding for Supply of CAUSTIC LYE 100% Concentration basis in Tankers at SBULC Manali

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 **CAUSTIC LYE** for their Chennai plant from competent and experienced suppliers with sound infrastructural, technical and financial capabilities.

Note: Offers from new vendors will be considered for vendor development only and not for finalization of order.

2. TENDER QUANTITY

Our estimated requirement is **50 MT** of 100% concentration. The tender quantity indicated is notional & may be increased at the discretion of the company up to +10%.

3. CONTRACT PERIOD

The contract period shall be 2 months, valid from the date of first supply against the order/LOI Or till completion of the order quantity, whichever is later.

4. ITEM TECHNICAL SPECIFICATIONS

| Item Description | Specifications | Test Method |
|------------------|-------------------------------|------------------------|
| Appearance | Platinum- Cobalt Colour 50max | By Lovibond Tintometer |
| %Assay | 47.0-49.0 | IS:252:1976 |
| Iron Content | 25 ppm (max) | BL /QAP/003 |

Seal and Signature of the tenderer:

Date:

6. **SAMPLE SUBMISSION:**

New vendors whose sample/lot have not been cleared within last one year (From Jan'17), shall submit the sample of 1 kg of the material along with the Certificate of Analysis meeting the specifications as given in the tender to reach us before the due date of tender **(09.04.2018)**. **Price offers of those vendors, whose samples meet our quality parameters alone will be considered/opened for price evaluation. Samples received after due date will not be considered.**

SUPPLIERS, WHOSE SAMPLE/LOT HAVE BEEN CLEARED WITHIN LAST ONE YEAR (FROM JAN '17) NEED NOT SUBMIT THE SAMPLE AS REQUIRED ABOVE

7. **PRICE**

7.1 The price quoted (for 100% of Caustic basis) should be as per format below in the e-procurement portal only:

(Submission of off-line price bid will disqualify bidders' participation in the tender)

| Item | Particulars | Formula (if any) |
|------|---|-----------------------------------|
| 1 | Unit Of Measurement | kg |
| 2 | Basic Price per unit | A |
| 3 | FREIGHT (Including Insurance) per unit | B |
| 4 | TOTAL BASIC PRICE (Including freight & Insurance) | C= SUM (A+B) |
| 5a | CGST in % | D1=C* (Applicable CGST Rate in %) |
| 5b | SGST in % | D2=C* (Applicable SGST Rate in %) |
| | OR | |
| 6 | IGST in % | D3=C* (Applicable IGST Rate in %) |
| 7 | Total Cost | E= SUM(C+(D1+D2) or D3) |
| 8 | Less: CGST | F= D1 |
| 9 | Less: SGST | G= D2 |
| 10 | Less: IGST | H= D3 |
| 11 | Landed Cost | I= (E- (F+G) or H) |
| 12 | Unloading | By BL |
| 13 | HSN Code of the tendered item | To be provided by Vendor |

The basic price should include loading charges at supply premises. Price quoted should be on FOR Manali basis in **Rs. per kg. (Please do not quote gross price in the e-portal)**

Seal and Signature of the tenderer:

Date:

Vendor has to provide the applicable GST rate in % in the relevant fields as above during e-bidding. If a vendor quotes with CGST & SGST, then they may ENTER "0" (Numerical Zero) in IGST field and similarly, If a vendor quotes with IGST, then they may ENTER "0" (Numerical Zero) in CGST & SGST fields.

Changes in statutory levies like GST and any taxes as applicable on the product shall be reimbursed at actuals based on documentary proof. Taxes and duties as applicable shall be clearly mentioned.

7.2 No Change in the accepted price structure on the basis of landed cost at our Manali works shall be permitted during the period of contract under any circumstances.

8. SECURITY DEPOSIT (SD)

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. 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.

If SD is not received within 10 days from date of LOI/WO, the amount will be deducted from the contractor's running bills until the required SD is accumulated.

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful completion of the contract.

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

- a. Not executing the order after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the product as per the terms & condition of the Purchase Order.
- c. Successful Bidder violates the tender conditions.
- d. If the performance of the bidder is found to be unsatisfactory
- e. Any unilateral revision made by the successful bidder during the validity period of the contract.

Seal and Signature of the tenderer:

Date:

9. PAYMENT TERMS

9.1 100% payment with minimum **45 days credit** from the date of receipt of material at our works. Bills in triplicate along with copy of call up letter shall be submitted.

9.2 Preferred mode of payment is by NEFT for which relevant details shall be furnished on placement of order.

9.3 Payment will be made only to the bidder or principal on whom the Purchase Order is placed. If offer states that payment is to be made to bidder's financier / creditor, the offer will stand rejected.

10. CALL-UP & LEAD TIME

Call up for supplies will be intimated by phone/ e-mail / fax. Deliveries shall be executed as per call ups issued. Supplies have to reach our works within 3 days from the date of call up (in any case not later than 7 days). Acknowledgment of call ups shall be sent through e-mail or intimated to BL with dispatch plans/details

11. RISK PURCHASE

11.1 Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the stipulated lead time, BL shall have the right and option to procure the products from alternate sources, at the risk and cost of the vendor, without further intimation.

11.2 In case of rejection and with no request for re-test from vendor against the rejection or on confirmation of rejection after re-test, if dispatch of replacement material is not made within one week of intimation, BL shall have the right to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

11.3 If such cases of failure to supply within stipulated lead time **(11.1)** or if the supplied product is rejected by our QC **(11.2)**, then BL has the right to source the product of equivalent quantity from the market. In such cases, if the purchase product from the market is of higher value than the P.O price, the difference in cost will be debited to the supplier.

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

12. ACCEPTANCE QUALITY PLAN

All supplies shall be accompanied by batch-wise test certificate. The company reserves the right to test the received material for conformance of quality. In the event of rejection of material at BL after quality testing, the vendor shall be informed about rejections and causes thereof. The vendor may within 3 days of intimation, request for another test and witness the same, subject to prior

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arrangement with BL's authority. Such testing, if warranted, shall be completed within a period of 7(seven) days of intimation of rejection. Removal of any rejected material shall be vendor's responsibility. Rejected material shall be removed from BL's premises within a period of 10 (ten) days of intimation of rejection to the vendor, if no request for final testing is made to BL. If re-test request is made and rejection is confirmed, removal of such rejected material from BL's premises must be made within 7 (seven) days of the re-test. In the event of failure of the vendor to remove rejected material on time, BL reserves the right to dispose the material at the vendors risk and cost without further reference to the vendor.

13. DELIVER TO PLANT

13.1 The vendor shall supply the call up quantity from their factory / warehouse by road transport, conforming to all safety and security regulations. Freight charges quoted by bidder shall be for transportation of supplies to our Manali, Chennai factory from vendor's factory / warehouse and shall be inclusive of loading and unloading expenses at either end.

13.2 Purchase Orders under this tender will be placed for DELIVERED supplies and Transit Risk for the supplies for the supplied material and insurance coverage thereof will be borne by the vendor and BL will not be responsible for in-transit damage / short delivery of material. If any Necessary support will be provided to vendor by BL in respect of claim on insurance company by the latter.

14. EVALUATIONS OF BIDS

The on-line closed bids shall be used for grading the bidders. Evaluation of the price bids of technically qualified bidders will be done and lowest landed rate (Net of GST, as applicable) shall be taken as L1 price and next lowest as L2 price and so on.

100% order will be placed on L1 quoted bidder.

In case bids are received from related Companies (manufacturers or their dealers or sister concerns), only the lowest among such bids shall be considered for evaluation. The other bids of related Companies will stand rejected.

15. 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. 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 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.

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Date:

16. 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.

17. 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.

18. FORCE MAJEURE

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any Government or Governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The vendor shall keep records of the circumstances referred to above and bring these to notice of the concerned Officer of the buyer in writing within 7 days of such occurrences.

The period of time, if any, lost on any of these counts shall not be counted for the contract period. The decision of buyer arrived at after consultation with vendor, shall be final and binding. Such period of time shall be extended by the buyer to enable the vendor to deliver the items within such extended period of time. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities.

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Date:

Any such event, whenever it occurs, provided that it prevents, affects or delays the party in performing contractual obligation, shall justify the claim of Force Majeure.

During the pendency of Force Majeure conditions, the Agreement and the obligations there under shall stand suspended provided the notice as required above is given in time. If such event continues beyond 14 days, the parties to this Agreement hereby agree to discuss and decide the course of action to be adopted in this regard including the possibility and manner of terminating the Agreement.

19. 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 price 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. 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 due date (**Excluding price bid**). The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

20. Registration with eProcurement 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 |
| 1. Mr. CH.Mani Sankar (Chennai) | chikkavarapu[dot]manisankar[at]c1india[dot]com | 044-25946556/ +91-8939284159 |
| 2. Mr. Tuhin Ghosh (Kolkata) | tuhin.ghosh@c1india.com | +91-8981165071 |
| 3. Mr. Tirtha Das (Kolkata) | tirtha.das@c1india.com | +91-9163254290 |
| 4. Mr. Partha Ghosh(Kolkata) | partha[dot]ghosh[at]c1india[dot]com | +91-8811093299 |
| 5. Ms. Ujwala Shimpi (Mumbai) | ujwala[dot]shimpi[at]c1india[dot]com | +91-022- 66865608 |

21. 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.

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

22. 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 & Balmer Lawrie website www.balmerlawrie.com. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

23. 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.

24. SUBMISSION OF TENDER DOCUMENT [excluding price bid]

BL expects bidders' compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms & conditions / quality should be mentioned in the deviation sheet as per format of the tender documents and furnished along with Techno commercial bid [and not with Price bid]. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. **The deviations, if any, given by the vendor are subject to approval by BL**

Techno commercial part shall comprise the following documents:

1. Copy of our Tender Enquiry No **BL/LC/MAN/CAULYE/LT/201718/0341 DT 28.03.2018** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
3. Vendor details as per format given in Annexure-1.

The sealed envelope containing all the above documents super scribing "Techno commercial bid – **Caustic Lye**, Ref: Tender Enquiry No **BL/LC/MAN/CAULYE/LT/201718/0341 DT 28.03.2018** shall be submitted off-line at the following address:

Seal and Signature of the tenderer:

Date:

Senior Manager [SCM]
BALMER LAWRIE & CO. LTD.
SBU Leather Chemicals
32, Sathangadu Village, Manali,
Chennai – 600068.

Phone : 044 – 25946543 / 25946500
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

25. PRICE BID TO BE UPLOADED ON-LINE ONLY

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

26. VALIDITY OF OFFER

Your offer should be valid for acceptance up to **60 days** from the due date of this tender (**ie. From 09.04.2018**).

27. TERMINATION

Without prejudice to BL's 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
- 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 shall be forfeited in such an event.

28. 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, if any, 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.

Seal and Signature of the tenderer:

Date:

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.

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

It may be noted that if any term is not mentioned in offer, it will be considered as per our tender only.

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

Offer(s) tenderer(s) may be rejected if a conflict of interest between the tenderer(s) and the company is detected at any stage.

Offers from new vendors will be considered for vendor development only and not for finalization of order.

29. DISCLAIMER CLAUSE

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.

For Balmer Lawrie & Co Ltd

Senior Manager (SCM)

ENCL:

**Annexure- 1 (1- page) Vendor Details
Deviation Sheet (1-page)**

Seal and Signature of the tenderer:

Date:

Annexure-1

Vendor Details

(Vendor shall fill in all the fields. If not applicable, please mention 'Not Applicable')

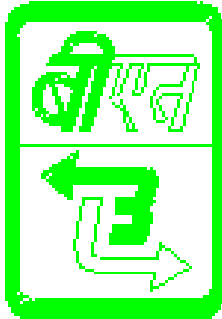
| | | |
|-----|---|---|
| 1. | Supplier Name | |
| 2. | House No with address 1 | |
| 3. | Address 2 | |
| 4. | City | |
| 5. | Postal code | |
| 6. | State | |
| 7. | Tel No | |
| 8. | Mob No | |
| 9. | Fax | |
| 10. | Email | |
| 11. | Industry Type* | Domestic / service vendor / MSME* / SSI* / trader / others (specify it) |
| 12. | If MSME registered, under category SC/ST? | |
| 13. | Contact Person | |
| 14. | Inco terms | |
| 15. | Taxes applicable | |
| 16. | PAN no* | |
| 17. | State code (as per GST) | |
| 18. | GSTIN Registration number* | |
| 19. | Proof of GSTIN Registration number per state (From GSTN website)* | |
| 20. | Vendor's GSP name (GST Suvidha Provider's) | |

* - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted.

Seal and Signature of the tenderer:

Date:

DEVIATION SHEET

| CI No. of Tender | Tender Requirements | Deviation |
|-------------------------|--|------------------|
| |  | |

Seal and Signature of the tenderer:

Date: