## BALMER LAWRIE & CO LTD ( A Government of India Enterprise) SBU: Greases & Lubricants P-43, Hide Road Extension, Kolkata – 700 088

# **NOTICE INVITING TENDER**

1 Type of Tender : Limited Tender

2 Tender No. : GLK/TE18/069 dated 01.06.18

3 Tender Due Date : 05.06.18 at 12:00 Hours

4 Item : Lithium Hydroxide Monohydrate

5 Quantity : 1.8 MT (+10%)

6 Validity of Offer : 30 days from tender opening date

7 Earnest Money Deposit : As per detailed terms of tender.

8 Security Deposit : As per detailed terms of tender.

9 Tender document : Attached.

## **TENDER DOCUMENT**

Balmer Lawrie & Co. Ltd. (hereinafter referred to as BL) is a leading manufacturer of greases in India. The Company desires to purchase of Lithium Hydroxide Monohydrate for manufacture of greases. On line bids are invited from suppliers of repute with sound financial capabilities

## 1.0 **Product Specifications**:

Chemical Formula: LiOH, H<sub>2</sub>O

Item Description	Mandatory Limits			ts	Test Method
Appearance	White flowing lumps	crysta solid,			
Colour	White				
LiOH assay	LiOH	56.50	%	Min.	Titrimetric method page 285 vol.15, Encyclopedia of chemical analysis, Snell & Ettre
Chloride	CI	0.03	%	Max.	Silver chloride gravimetric method
Calcium Oxide	CaO	0.03	%	Max.	AAS method
Iron Oxide	Fe2O 3	0.01	%	Max.	AAS method
Sulphate	SO4	0.05	%	Max.	Barium sulphate gravimetric method
Insoluble in conc. HCI		0.04	%	Max.	Gravimetric
Insolubles in water		0.05	%	Max.	

# **Preferred Limits of Specification**

Carbon di oxide	CO <sub>2</sub>	0.50	%	Max.	Titrimetric method page 285 vol.15, Encyclopedia of chemical analysis, Snell & Ettre
Potassium	K	0.01	%	Max.	AAS method
Sodium	Na	0.02	%	Max.	AAS method

Note: Bidder may quote their own specification in respect of Sodium (Na), Potassium (K) and Carbon dioxide (CO<sub>2</sub>) and acceptance of any deviation from our tender specification as mentioned above, if any, will be at the sole discretion of BL.

## 2.0 **Sample of Lithium Hydroxide**

Bidder(s) who have not supplied earlier during last two years must submit a representative sample so as to reach us on / before due date of the tender for our evaluation.

### 3.0 Packing

Poly lined kraft paper bag or any other suitable seaworthy packing. Nett weight of material per bag should be 25 Kg/50Kg/100 Kg.

### 4.0 **Quantity**:

The material is to be delivered to our plant at Silvassa

# 5.0 **Quality**

Each lot/batch should be accompanied by the test certificate and approval of quality report. Bidders are requested to provide a declaration along with their offer that their product would meet all technical specifications mentioned elsewhere in the tender document.

### 6.0 **Price**

Rate should be quoted in Indian Rupees (INR) on FOR delivery to BL - Silvassa

# 7.0 **Payment Terms**

Within 30 days from the date of receipt of material at BL's plant at Silvassa.

### 8.0 Country of origin

Bidder(s) must mention the country of origin of the material in their offer.

## 9.0 **Delivery Schedule**: Immediately within 3 days from the date of LOI/P.O

### 10.0 Risk Purchase

Without prejudice to other provisions in the tender, in the event of the supplier failing to supply within the stipulated lead time as mentioned against sl. No. 9.0 above, BL shall have the option to procure the product from alternate sources, at the risk and cost of the supplier without further intimation.

In case of rejection, if any, dispatch of replacement material for domestic suppliers and effecting shipment for overseas suppliers, is to be made within one week of intimation failing which BL shall have right to procure the product from alternate sources at the risk and cost of the supplier without further intimation.

## 11.0 Part Order / Split Order

BL reserves the right to accept any tender in whole or in part or reject any or all offers without assigning any reason. The decision in regard to acceptance and/or rejection of any/ all offers in part/full shall be at the sole discretion of BL and the decision in this regard shall be binding on the bidders.

BL, at its own option may split the order and the decision of BL is binding to the bidders.

### 12.0 Guarantee

On receipt and testing of the product [within 30 days of arrival], if it is found that it does not meet the contractual specifications, the supplier shall replace the product free of cost and shall also reimburse the buyer any costs that the buyer might have incurred on the off-spec material.

### 13.0 Arbitration

Disputes or differences arising out of or in relation to agreement/ contract shall be referred to the Chairman and Managing Director (C&MD) of BL who may either act himself/herself as Sole Arbitrator or nominate some officer of BL to act as an Arbitrator to adjudicate the disputes and differences between the parties (except those in respect of which the decision of any person is by the contract expressed to be final and binding).

The supplier shall not be entitled to raise any objection to the appointment of such officer of BL as the sole arbitrator on the ground that the said officer is an officer of BL or that he/she in the course of duties as an officer of BL he/she has/had expressed views on all or any of the matters in dispute or difference.

The award of the arbitrator shall be final, conclusive and binding on all the Parties to the agreement subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder for the time being in force.

The award shall be made in writing and published by the Arbitrator within six months of entering upon the reference or within such further time mutually extended by the parties. The arbitrator shall have power to order and direct the parties to abide by, observe and perform all such directions as the arbitrator may think fit and proper to issue having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principles of Natural Justice.

The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and differences and in particular shall make separate awards in respect of each claim or cross claims of the parties.

The arbitrator shall be entitled to direct any of the parties to pay the costs of arbitration in such manner and to such extent as a arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration whenever called upon to do so shall be bound to comply with such direction without any demur.

Notwithstanding anything contained in any other law, the Parties hereby agree that the courts in the city of Kolkata alone shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the courts in the city of Kolkata only.

## 14.0 **Earnest Money Deposit (EMD)**

All bidders must submit an interest free EMD of INR 15,000/- by Pay Order / DD drawn on any schedule bank in India in favour of "BALMER LAWRIE & CO. LTD." and payable at Kolkata (Calcutta), India.

EMD of unsuccessful bidder(s) will be returned after finalization of the tender. However EMD of successful bidder(s) will be returned only after submission of Security Deposit.

MSME units registered with National Small Scale Industries Corporation (NSSIC) are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration

### 15.0 **Security Deposit (SD)**

For successful bidder the EMD to be converted to Security Deposit.

### 16.0 <u>Provisions for Micro, Small and Medium Enterprises (MSME):</u>

- a) Qualification Criterion: MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- b) Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply up to maximum 20 per cent of total tendered quantity for the grade at the

respective plant subject to assessment of operational feasibility by tendering authority.

## 17.0 Validity of offer

Offer(s) should be valid for our acceptance up to 30 days from the due date of tender.

## 18.0 Submission of offer

On line offers are to be submitted within the due date and time. However EMD must be forwarded to us prior to opening of the tender without which their offers will not be considered.

Any deviation against the tender terms and conditions will not be acceptable. However in case of any unavoidable circumstances, if the bidder desires to take deviation, the same must be mentioned in the deviation sheet (Annexure I).

BL, at its own discretion may accept the deviation or reject the offer without assigning any reason whatsoever.

Offers received from related companies (definition of related companies as per Company Act of 1946 in India shall apply) shall be considered as one offer.

Thanking You

Yours Faithfully for Balmer Lawrie & Co. Limited

Thanking You

Yours Faithfully for Balmer Lawrie & Co. Limited

(Siddhartha Sarkar)
Associate Vice President (SCM)

# ANNEXURE - I

# **DEVIATION SHEET**

Bidder(s) shall submit in the following proforma, list of deviation(s), if any, considered against tender enquiry. It shall be assumed that there is no other deviations in the bidder's proposal than those specifically mentioned here in under from the tender enquiry.

SI. No.	Tender Document Clause No.	Tender requirement	Deviation taken

Signature	:

Name :

Designation :

Name of Company :

Full Address :

Date :

### **CONDITIONS FOR ONLINE BID SUBMISSION**

### 1.0 Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <a href="https://balmerlawrie.eproc/.in">https://balmerlawrie.eproc/.in</a> by following the procedure given below. The bidder would be required to register on the e-procurement market place at <a href="https://balmerlawrie.eproc/.in">https://balmerlawrie.eproc/.in</a> 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 e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the e-procurement 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.

## 2.0 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

### 3.0 <u>Digital Certificate authentication</u>

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

M/s C1 India Pvt Ltd. C104, Sector 2, Noida - 201301

1. Mr. Tirtha	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
Das(Kolkata)		
2. Mr. Partha	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
Ghosh(Kolkata)		
3. Mr. CH.Mani Sankar	<pre>chikkavarapu[dot]manisankar[at]c1india[dot]com</pre>	+91-8939284159
(Chennai)		
4. Ms. Ujwala Shimpi	ujwala[dot]shimpi[at]c1india[dot]com	+91-022- 66865608
(Mumbai)		

### 4.0 Submission of Hard copies

Before submission of bid online, the bidders are requested to submit the technical literature indicating treat level and EMD through courier / e-mail as applicable so as to reach us before opening of tender on-line.

### 5.0 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 e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

### 6.0 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