

Tender Ref: BL/LC/MAN/CP18LB/LT/201920/0226

Dated: 21.12.2019

Due date: 04.01.2020

Sub: Inviting offers for Supply of Oxygen Concentrator (1 No) at SBULC, Manali – Reg...

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 **offers** for **Supply and installation of Oxygen Concentrator (1 No) as per specification** for their Chennai plant laboratory from approved and experienced Original Equipment Manufacturers/authorized dealers of OE manufacturers with sound infrastructural, technical and financial capabilities.

Offers from new vendors based on BL website enquiry, if any, will be considered for vendor development for future tenders only.

2. TENDER QUANTITY

Oxygen Concentrator – 1 No (for QC Lab)

3. ITEM TECHNICAL SPECIFICATIONS

Refer Annexure – 1

Technical specifications given are only indicative.

4. PRICE

4.1 The price to be submitted in price bid given in **Annexure-5** only.

The basic price should include loading charges at supply premises, packing and forwarding, transportation, transit insurance, installation & commissioning. Price quoted should be on FOR Manali basis in **Rs. per unit.**

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.

4.2 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

The vendor has to quote their price as per the above format.

5. PAYMENT TERMS

5.1 Our payment terms would be

- 90% of basic with full duties and taxes: with 15 days credit from date of receipt and acceptance;
- Balance 10% of basic within 15 days on successful completion of commissioning and demonstration.

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Note: In case of payment terms differing from above, suitable adjustments will be made in arriving at the landed cost while price comparison. However, partial advance payment, if any, prior to dispatch is payable only against Advance Bank Guarantee (taken from a nationalized bank) as per BL format.

Offers seeking payment before supply without Advance Bank Guarantee will be rejected.

Advance Bank Guarantee /Performance Bank Guarantee format shall be given to successful tenderer and if the tenderer is submitting BG, it shall be strictly as per our BG format only. ABG, if any, shall be submitted within 10 days from the date of LOI/PO.

5.2 Supply will be complete only if all relevant documents etc are submitted. Relevant test certificate, warranty certificates etc to be submitted along with supply.

5.3 **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.**

6. GUARANTEE

6.1 The party shall stand guarantee for material, workmanship and performance for a period of 18 months from the date of supply, whichever is earlier.

6.2 During the above period, the party shall attend/repair/rectify /replace any defects whatsoever in material, workmanship and performance.

7. DELIVERY

Delivery is expected **within 2 - 3 weeks from date of LOI/PO. However, vendors can mention their earliest possible delivery period clearly.**

The delivery period mentioned above is inclusive of transit time.

Any delay in submission of Bank Guarantee, drawings etc & delay due to testing/transportation will be counted into delivery time taken by vendor only

8. LD Clause:

The material shall be delivered as per committed delivery schedule without fail. Any delay in delivery as per agreed schedule will be liable for imposition of LD @0.5% of the total order value per week subject to a maximum of 5% on total basic value.

9. 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 our website www.balmerlawrie.com. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

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10. SUBMISSION OF TENDER DOCUMENTS

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 the submission of tender documents. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. **The deviations, if mentioned, are subject to approval by BL.**

Tender document shall comprise the following:

1. Copy of this tender document No. **BL/LC/MAN/CP18LB/LT/201920/0226 alongwith Annexure-1 (General Terms and Conditions of the tender)** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. Duly filled specifications as sought in **Annexure- 2**
3. Duly filled commercial terms as sought in **Annexure- 3**
4. Duly filled vendor details as sought in **Annexure- 4**
5. **Duly filled Price Bid as sought in Annexure-5**
6. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
7. The sealed envelope containing all the above documents superscribing **“Offer for – “Oxygen Concentrator for QC”, Ref: Tender No BL/LC/MAN/CP18LB/LT 201920/0226 shall be submitted at the following address within the tender due date.**

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

Phone : 044 – 25946563
Fax : 044 – 25941156
email:a.arun@balmerlawrie.com
valarmathi.m@balmerlawrie.com

11. EVALUATIONS OF BIDS

Technical evaluation of the offers received would be done, based on the technical specification given in Annexure-1. Offers with non-acceptable technical deviations will not be considered for price evaluation.

Price bids of technically qualified bidders alone shall be considered for price evaluation. Price evaluation will be done as above and lowest landed rate including all items (net of GST, as applicable) shall be taken as L1 price and next lowest as L2 price and so on.

100% order will be awarded to L1 bidder.

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In case, bids are received from related Companies, only the lowest among such bids shall be considered for evaluation. The other bids of related Companies will stand rejected.

If required, during technical evaluation, the facilities of the manufacturer and their clients will be visited by BL for verification.

12. VALIDITY OF OFFER

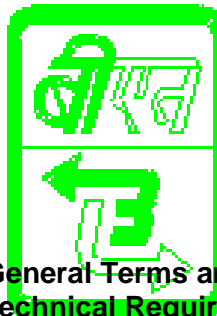
Your offer should be valid for our acceptance up to **45 days** from the due date of this tender **(i.e. From 04.01.2020)**.

13. AWARD OF CONTRACT

The order will be awarded to the overall lowest quoted tenderer based on the rate provided in the PRICE BID.

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

For Balmer Lawrie & Co Ltd



SM (SCM – Capex & Projects)

**Encl: Annexure- 1 (3 pages)- General Terms and Conditions of the tender
Annexure- 2 (1 page) – Technical Requirements
Annexure- 3 (1 page) – Commercial Requirements
Annexure- 4 (1 page) – Vendor Details
Annexure- 5 (1 page) – Price Bid
Deviation Sheet Format- (1 page)**

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General Terms and Conditions of the Tender

1. CONFLICT OF INTEREST

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

2. RISK PURCHASE

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the stipulated delivery period, 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. 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 mutually agreed time period, BL shall have the right to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

3. DELIVERY TO PLANT

Purchase Order under this tender will be placed for DELIVERED supplies. Transit Risk for the supplied material, Insurance coverage thereof will be borne by the supplier.



4. INSPECTION & TESTING

If required, inspection of the material shall be conducted at the vendor's premises before delivery, in presence of BL representative.

Refer clause no. 7, Delivery in main tender document.

5. 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 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.

6. 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

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applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

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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.

7. 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.

8. 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. 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.

9. 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

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bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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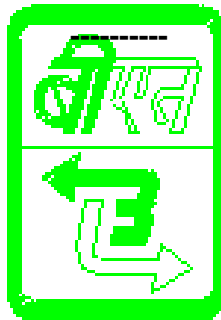
BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

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.

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.



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Annexure – 2 (Page 1 of 1)

Vendor is requested to confirm all the data provided below:

Supply, demonstration and testing of Oxygen Concentrator (1 No):

S.no	DESCRIPTION	REQUIREMENT / SPECIFICATION	VENDOR'S OFFER
1	Oxygen Concentration	90% minimum	
2	Flow rate	min 0.5 -5 lpm (appx). Please specify.	
3	Input Voltage	230 V, 50 Hz	
4	Power consumption	Please specify	
5	Oxygen percentage indicator alarm level	Required. Please specify in detail.	
6	Operating temperature	Please specify	
7	Outlet pressure	Min 5.5 psi	
8	Sound level	Please specify	
9	Weight	please specify	
10	Dimension	Please specify	

- 1. The Specification given above are indicative only. However, vendors can give their offer for the required specification as given above. Deviations if any from our specifications can be mentioned as per format in the deviation sheet.***
- 2. Kindly contact Shri Dr. R Janardhanan, Chief Manager (QA/QC), Phone-04425946602/ 09445566117 for all technical related queries.***

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Vendor is requested to confirm all the data provided in the table below:**Commercial:****Supply, demonstration and testing of Oxygen Concentrator (1 No):**

SL No.	ITEM DESCRIPTION	BL REQUIREMENT	VENDORS OFFER
1	Validity	45 days from 04.01.2020	
2	Delivery	Delivery is expected within 2-3 weeks from LOI/PO. However, vendor shall mention their earliest possible delivery period clearly.	
3	Guarantee Period	18 months from the date of supply or 12 months from date of commissioning whichever is earlier.	
5	Payment Terms	90% of basic with full duties and taxes: with 15 days credit from date of receipt and acceptance; Balance 10% of basic within 15 days on successful completion of commissioning.	
6	Packing and Forwarding	To be included in the basic price	
7	Taxes & Duties		
a	GST (8 Digit HSN code of the tendered item to be mentioned)	To be Specified by Vendor	
b	GST rate %	To be Specified by Vendor	
8	Transit Insurance	To be arranged by vendor	
9	Transportation	To be arranged by vendor	
10	Unloading at BL	By BL.	
11	Commissioning and demonstration	Charges if any towards demonstration and commissioning, shall be included in the basic price. NO ADDITIONAL CHARGES ARE PAYABLE FOR THE SAME	

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Annexure – 4 (Page 1 of 1)**Vendor is requested to provide all the data in the table below, as 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, provide UAN number	
13.	If MSME registered, under category SC/ST?	
14.	Contact Person	
15.	PAN no*	
16.	State code (as per GST)	
17.	GSTIN Registration number*	
18.	Proof of GSTIN Registration number per state (From GSTN website)*	
19.	Particulars of Bank Account *	
(a)	Name of the Bank	
(b)	Name of the Branch	
(c)	Type of Bank Account (Current/Saving/Cash Credit etc)	
(d)	Account No.	
(e)	IFSC No.	

* - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted. Also cancelled/ copy of cheque for bank account verification need to be submitted by vendors who have not done any transactions with BL in last 2 years.

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**PRICE BID FOR SUPPLY, DEMONSTRATION AND TESTING OF
OXYGEN CONCENTRATOR-1 No
AT QC LAB, SBU LC, BALMER LAWRIE & CO. LTD, MANALI, CH-68**

Sl.No.	Description	Rate	Amount, Rs.
A	Basic Price for Oxygen Concentrator (Refer Annexure- 2 for Specification)		
B	Add: CGST		
C	Add : SGST		
	Or		
D	Add: IGST		
E	Total (A+(B+C)) Or (A+D)		
F	HSN Code (in 8 digits)		
G	Make and Model of Oxygen Concentrator		

Price : FOR Manali, Door Delivery

Delivery : Expected in 2-3 weeks. Please specify earliest delivery

Contact Person :

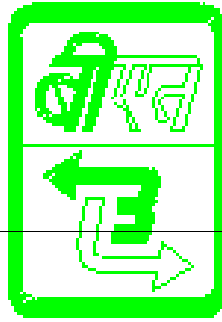
Mobile No. :

Seal & Signature of the Tenderer:

Email id :

DEVIATION SHEET

Clause No. of the Tender	Tender Requirements	Deviation



Seal & Signature of the Tenderer: