

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

TENDER NO: BL/LC/MAN/LYE/LT/201920/0247

Dated: 04.01.2020

Due date: 20.01.2020

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.

2. TENDER QUANTITY

Our estimated requirement is **200 MT** of 100% concentration.

3. CONTRACT PERIOD

The contract period shall be 10 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

| | | |
|------------|-------------------------------|------------------------|
| Appearance | Platinum-Cobalt Colour 50 max | By Lovibond Tintometer |
| Assay | 47.0 (min) | IS: 252:1976 |

Seal and Signature of the tenderer:

Date:

5. PRICE

5.1 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 (Please do not quote gross price in the e-portal)**

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.

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5.2 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.

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

6. EARNEST MONEYDEPOSIT (EMD)

The bidder shall furnish an **EMD** for a sum of **Rs.25000/-** (Rupees Twenty Five Thousand only) through Payorder / Demand Draft or Bank Gurantee or through **on-line Bank Transfer in NEFT / RTGS / IMPS mode** in favour of Balmer Lawrie & Co Ltd payable at Chennai.

- a. 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.
- b. 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.
- c. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

Provisions for Micro, Small and Medium Enterprises (MSME):

a) Qualification Criterion: MSME vendor must confirm that UAN Registration Certificate No has been uploaded on CPPP website as required by ministry vide circular no F: No: 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

b) Hence Copy of UAN Registration certificate only should be enclosed for claiming exemption from EMD.

7. 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:

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- 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; than the balance 40% would also be placed on L1 bidder

8. PAYMENT TERMS

8.1 100% 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.

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

8.3 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.

9. 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

10. 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.

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11. 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 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.

12. 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.

13. 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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14. 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.

15. 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.

16. 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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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.

17. 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.

18. 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

| HELPDESK 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. Mr. Tirtha Das (Kolkata) | tirtha.das@c1india.com | +91-9163254290 |
| 2. Mr. Manisankar (Chennai) | chikkavarapu.manisankar@c1india.com | +91- 8939284159 / 044-25946556 |
| 3. Mr. Ujwala Shimpi (Mumbai) | ujwala.shimpi@c1india.com | +91- 22-66865608 |
| 4. Mr. Help Desk Support (Kolkata) | blsupport@c1india.com | +91-8017272644 |
| 5. Mr. Tuhin Ghosh | tuhin.ghosh@c1india.com | +91-8981165071 |

19. 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.

Seal and Signature of the tenderer:

Date:

20. 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.

21. 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.

Techno commercial part shall comprise the following documents:

1. Copy of our Tender Enquiry No **BL/LC/MAN/CAULYE/LT/201920/0247 DT 04.01.2020** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.

The sealed envelope containing all the above documents super scribing "Techno commercial bid – **Caustic Lye**, Ref: Tender Enquiry No **BL/LC/MAN/CAULYE/LT/201920/0247 DT 04.01.2020** shall be submitted off-line at the following address:

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

Phone : 044 – 25946542
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

22. PRICE BID TO BE UPLOADED ON-LINE ONLY

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

23. VALIDITY OF OFFER

Your offer should be valid for acceptance up to 10 Months from the due date of this tender .Delivery of lot should have test certificate / COA and MSDS Sheet

Seal and Signature of the tenderer:

Date:

24. 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.

25. 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.

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.

Seal and Signature of the tenderer:

Date:

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.

26. 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

A.ARUN
Senior Manager (SCM)

Seal and Signature of the tenderer:

Date: