

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

**TENDER NO: BL/LC/MAN/COW/LT/201718/0147**

**Dated: 14.10.2017**

**Due date: 27.10.2017**

**Sub: Tender for Supply of Cow Wet blue of selection Grade IV as per requirement**

## 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 of cow wetblue for their **Manali Plant** from competent and experienced suppliers with sound infrastructural, technical and financial capabilities.

### **Note:**

**New Vendors (from Tamil Nadu alone) with valid GST and PAN** (copy of GST registration and PAN to be submitted) can also submit their offer against this tender. New vendors with experience of minimum 1 year (documentary proof like POs/Invoices for supply of wetblue/pickle/EI/TC (Goat/Sheep/Cow/Buff) to be submitted) in supply of wetblue/pickle/EI/TC will only be considered.

## 2. REQUIREMENT

### **COW WETBLUE**

SL No.	ITEM DESCRIPTION	SELECTION	AVG SIZE IN SQ FT	REQUIRED QNTY IN SQ FT	DELIVERY LOCATION
1	COW WETBLUE HIDE	IV GRADE	34-36	1600	CHENNAI

**Note:** The quantity mentioned above are indicative only. Tolerance of +/-10% is applicable.

Quantities are approximate only. It may vary as per actual requirement.

**If required, the hides may be cut into sides as per the requirement. All mechanical operations including splitting, shaving to required thickness of all the hides as above shall be included in the basic price per sq.ft.**

**(Contact Persons: Ambur :Mr. S Moorthy- 04425946608)**

**Seal and Signature of the tenderer:**

**Date:**

### **3. CONTRACT PERIOD**

The tentative period of contract would be from Nov '17 to Jan '18. The contract period of 3 months shall be valid from the date of first supply against the order/LOI Or till completion of the order quantity, whichever is later.

### **4. PAYMENT TERMS**

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

**Offer seeking advance payment before receipt of material at our site will be rejected.**

### **5. RISK PURCHASE**

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. 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.

### **6. INSPECTION & DISPATCH**

**If required, BL representative shall inspect all the wet blues at the supplier premises before delivery of the material. BL may assort the material for size & grade as per the requirement given.**

### **7. DELIVERY**

7.1 The vendor shall supply the call up quantity from their factory / warehouse by road transport, conforming to all safety and security regulations. Rate quoted shall be inclusive of delivery from vendor's factory / warehouse and shall be inclusive of loading and unloading expenses at either end.

7.2 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.

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## **8. EVALUATIONS OF BIDS**

The **price given in Annexure-1** shall be used for grading the bidders. Evaluation of the price bids of **technically qualified bidders** will be done and item wise lowest landed rate (net of GST as applicable) shall be taken as L1 price and next lowest as L2 price and so on.

**Order will be place on L1 quoted bidder.**

## **9. 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, 1996a 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.

## **10. 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.**

## **11. 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,

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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.

## **12. 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 balmer lawrie website [www.balmerlawrie.com](http://www.balmerlawrie.com) . The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

## **13. SUBMISSION OF TENDER DOCUMENT**

BL expects bidders's 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 offer. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. **The deviation mentioned, if any, is subject to approval by BL**

### **Submission of tender documents shall comprise the following documents:**

1. Copy of our Tender Enquiry No **BL/LC/MAN/COW/LT/201718/0147 DT 14.10.2017** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. Duly filled price bid form as per **Annexure- 1**
3. Vendor details as per format given in **Annexure-2**
4. Deviation sheet

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5. Other applicable documents, if any, as per the eligibility criteria for new vendors

The sealed envelope containing all the above documents superscribing "Offer for- Cow Wetblue, Ref: Tender Enquiry No **BL/LC/MAN/COW/LT/201718/0147 DT 14.10.2017** 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 – 25946543 / 25946500  
Fax : 044 – 25941156  
email: a.arun@balmerlawrie.com

#### **14. VALIDITY OF OFFER**

Your offer should be valid for acceptance up to **60 days** from the due date of this tender (**ie. From 27.10.2017**).

#### **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, 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.

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

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**16. AWARD OF CONTRACT**

The contract will be awarded based to L1 quoted tenderer based on the rate provided in the price bid form as per **Annexure-1**.

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**

**Senior Manager (SCM)**

**ENCL:**

**Annexure -1 (Price Bid form- 1 page)**

**Annexure-2 (Vendor form- 1 page)**

**Deviation Sheet (1 page)**

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**PRICE BID FORM FOR SUPPLY OF WETBLUE**

SL NO.	DESCRIPTION	UNIT	QTY	RATE/UNIT IN Rs.	AMOUNT IN Rs.	8 DIGIT HSN CODE
1	COW WETBLUE HIDE - GRADE IV	SQ.FT	1600			
A	TOTAL BASIC INCLUSIVE OF P&F, FREIGHT & INSURANCE					
B	CGST@_____	%				
C	SGST@_____	%				
	OR					
D	IGST@_____	%				
E	TOTAL [FOR MANALI] (A+(B+C) OR D)					

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(Contact Persons: Ambur :Mr. S Moorthy- 04425946608)

Contact Person:		Telephone No:	
Email ID:		Mobile No:	
PAN :		GST No:	

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**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**

<b>Cl No. of Tender</b>	<b>Tender Requirements</b>	<b>Deviation</b>

**Seal and Signature of the tenderer:**

**Date:**