BALMER LAWRIE & CO. LTD., SBU LEATHER CHEMICALS 32, MANALI, CHENNAI 68.

(Regd. Office: 21, Netaji Subhas Road, Kolkata- 700 001)

PH: 044 2594 6543 / 6542 FAX: 044 2594 5006 / 2594 1156

Ref: BL/LC/MAN/GIPIPE/LT/201718/0248 DATE: 20.01.2018
DUE DATE: 02.02.2018

Response from approved vendors/contractors alone will be accepted and that other interested Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

To

TENDER

Dear Sirs.

Sub: Enquiry for requirement of GI ERW Pipes as per specifications- reg.

With reference to the above, you are requested to submit your most competitive offer for supplying the same at our factory, Manali.

As per Annexure-1 & 2 enclosed. Please provide all the data required as shown in Annexures.

- 1. Your offer should be F.O.R. Manali, on door delivery basis. Tenderer needs to give their HSN codes for all the items tendered with the applicable GST rates in %. Offer should be inclusive of P&F, freight and Insurance. Offer with terms like 'extra' or 'at actual' or 'Freight on To pay basis' will lead to rejection of offer. Unloading at BL site is in BL's scope.
- 2. The material should be delivered as per delivery schedule without fail. The price should be firm till the completion of order. The company reserves the right to reject any or all offers. Your offer should be valid for a minimum period of 45 days for our acceptance from the due date for submission of tender. Offer not valid for 45 days from 02.02.2018 will not be considered for the tender.
- 3. **Delivery Period**: Required within 1-2 weeks from date of LOI/PO.
- **4. LD Clause:** Material shall be delivered to us 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 on delayed items subject to a maximum of 5% on basic material value on delayed items.
- **5. Payment terms**: 100% of basic, with full taxes & duties, within 30 days against receipt and acceptance.

<u>Note:</u> In case of payment terms differing from above, suitable adjustments will be made in arriving at the landed cost while price comparison. However, advance payment, if any, prior to dispatch is payable only against Advance Bank Guarantee (taken from a nationalized bank) as per BL format. Otherwise offers seeking payment before receipt of material at our site, without any advance bank guarantee will be rejected.

Signature of the Tenderer: Date:

Seal:

Advance Bank Guarantee format shall be given to successful tenderer and it shall be strictly as per our BG format only.

5.2 Supply will be complete only if all relevant documents etc are submitted. Relevant Material test certificate to be submitted along with dispatch.

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.** It may be noted that if any term is not mentioned in offer, it will be considered as per our tender only.
- **7.** The bids of any bidder may be rejected if a conflict of interest between the bidder and Company is detected at any stage
- **8. Evaluation of Bids:** Evaluation of price bids of technical qualified tenderers will be done and overall lowest landed rate (net of GST as applicable) shall be taken as L1 price and next lowest as L2 price and so on. The order will be awarded to the overall L1 bidder.

In case, offers received from related vendors/companies, only overall lowest offer among the offers received will be considered for evaluation. The other bids of related companies will stand rejected.

9. The bidder has to quote for all the tendered items. If the bidder is not quoting/regretting for any of the tendered items, his offer will not be considered for the tender.

10. GST 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. 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.

Signature of the Tenderer:

Date:

Page 2 of 5

Seal:

12. 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.

11. Award of Contract:

- a) 100% order will be placed on the overall L1 quoted bidder including all items.
- b) 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.

12. Detailed offer with

- (a) filled in price bid in the given format Annexure-1 (1 page)
- (b) filled in vendor details- Annexure-2 (1- page)

Offer shall be duly attested by the tenderer with seal in all pages.

Your detailed offer as above shall be kept in a **sealed envelope superscribed as 'Offer for GI ERW Pipes'** along with the copy of the tender document signed and stamped with company seal on all pages as a token of acceptance of our tender terms and conditions, should reach the **undersigned at our Manali works on or before** <u>02.02.2018</u>. **Please avoid sending your offer by fax/email.**

Thanking you,

Yours faithfully, for **Balmer Lawrie & Co. Ltd.**,

Arun A Senior Manager (SCM)

Encl: Annexure -1 (1 page) & Annexure- 2 (1- Page)

Page 3 of 5

Date:

Annexure-1

Price Bid

SL NO.	DESCRIPTION	UNIT	QTY	RATE/UNIT IN Rs.	AMOUNT IN Rs.	8 DIGIT HSN CODE OF THE ITEM
Α	GI ERW PIPES IS-1239- HEAVY MAKE: MSL/MISL/JINDAL/TATA					
1	GI ERW PIPE AS ABOVE- 50 NB	METER	120			
2	GI ERW PIPE AS ABOVE- 80 NB	METER	160			
ı	TOTAL BASIC PRICE					
II	CGST@ON I	%				
III	SGST@ON I	%				
	OR					
IV	IGST@ON I	%				
V	TOTAL [FOR MANALI, CHENNAI-68] (I+(II+III) OR IV)					

Qnty Tolerance 10% applicable; overall or itemwise. Interchange/swap of quantities are applicable. (Pipe length shall be 5.5 to 6 mtrs approx)

NOTE:

- 1. The bidder has to quote for all the tendered items. If the bidder is not quoting/regretting for any of the tendered items, his offer will not be considered for the tender.
- 2. The total price shall be inclusive of freight on F.O.R. at our plant on "DOOR DELIVERY" basis including transit insurance. Unloading of the materials at our plant is in BL's scope.
- **3.** <u>Inspection:</u> If necessary, the material may be inspected by company's authorized representatives at the premises of the successful tenderer before delivery.
- 4. Necessary Material Testing Certificate to be submitted for all the materials

5. AWARD OF CONTRACT:

- a. 100% order will be placed on the overall L1 quoted tenderer including all the items
- b. 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.

Signature of the Tenderer:	Date:	Page 4 of 5

Seal:

Annexure-2

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*	
	3	
19.	Proof of GSTIN Registration number per state (From GSTN website)*	

Page 5 of 5

Date: