

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

**TENDER NO:BL/LC/MAN/CL2/LT/202021/0169**

**Dated: 12.12.2020**

**Due Date: 22.12.2020**

**Sub: Online “e” bidding for Supply of CHLORINE**

**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 **CHLORINE** in tonners for their Chennai plant from competent and experienced manufactures with sound infrastructural, technical and financial capabilities.

**2 TENDER QUANTITY**

Our estimated requirement is 350 MT (No Qty Tolerance) for the period of 3 months.

**3 CONTRACT PERIOD**

The contract period of 4 Months shall be valid from the date of LOI/Purchase Order and till the completion of the order quantity whichever is later. The decision of BL shall be final in this regard.

**4 ITEM TECHNICAL SPECIFICATIONS**

Item Description	Specifications	Test Method
%Assay	98.0(min)	IS:646:1986

**5 BID SECURITY DECLARATION**

In the event the tenderer withdraw or modify their price bid against this tender during period of validity etc ..the tenderer will be suspended to receive future tender enquiry floated for the period upto 31.03.2021.

Please enclose declaration acceptance of this clause as per Annexue 1.

**Seal and Signature of the tenderer:**

**Date:**

## 6 PRICE

6.1 The price quoted should be as per format below:

Item	Particulars	Formula (if any)
1	Unit of Measurement	
2	Basic Price per unit	A
3	Freight (Including Insurance) per Unit	B
4	Total Basic Price(Including freight & Insurance)	$C = \text{SUM}(A+B)$
5a	CGST in %	$D1=C* (\text{Applicable CGST Rate in \%})$
5b	SGST in %	$D2=C* (\text{Applicable SGST Rate in \%})$
	OR	
6	IGST in %	$D3=C* (\text{Applicable IGST Rate in \%})$
7	Total Cost	$E= \text{SUM}(C+(D1+D2) \text{ or } D3)$
8	Less: CGST	$F= D1$
9	Less: SGST	$G= D2$
10	Less: IGST	$H= D3$
11	Landed Cost	$I= (E- (F+G) \text{ or } H)$
12	Unloading	By BL
13	8 Digit HSN Code of the tendered item	To be provided by Vendor

Changes in GST Rate will be applicable on the product shall be reimbursed at actuals based on documentary proof. GST Rate as applicable shall be clearly mentioned.

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

6.2 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.

## 7 PAYMENT TERMS

7.1 100% payment with minimum 45 days credit from the date of receipt of Material at our works

7.2 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.

**Seal and Signature of the tenderer:**

**Date:**

## **8 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).

## **9 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.

## **10 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.

## **11 DELIVERY TO PLANT**

11.1 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 or return of empty tonners.

**Seal and Signature of the tenderer:**

**Date:**

11.2 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.

## **12 EVALUATIONS OF BIDS & ALLOCATION / SPLITTING OF ORDER QUANTITY**

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:

-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.

## **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.

## **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.

**Seal and Signature of the tenderer:**

**Date:**

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 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.

## **16 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 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., 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

**Seal and Signature of the tenderer:**

**Date:**

sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

## 17 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>

HELPSDESK 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)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
2. Mr. Manisankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91- 8939284159 / 044-25946556
3. Ms. Ritu Patil (Mumbai)	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	+91- 124- 430200
4. Mr. Help Desk Support (Kolkata)	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	+91-8017272644
5. Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071

## 18 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before 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.

## 19. 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 inviting tender shall not be responsible for any claims / other issues arising out of this.

## 20 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.

**Seal and Signature of the tenderer:**

**Date:**

## 21 SUBMISSION OF TENDER DOCUMENT

Bidders's should submit the following documents separately so as to reach us on or before due date.

1. Copy of our Tender Enquiry No **BL/LC/MAN/CL2/LT/202021/0169** **dated 12.12.2020** 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 document super scribing "Ref: Tender Enquiry No **BL/LC/MAN/CL2/LT/202021/0169** **dated 12.12.2020** shall be submitted off-line at the following address:

**Senior Manager [SCM]  
BALMER LAWRIE & CO LTD.,  
25946565  
Leather Chemicals Division  
32, Sathangadu Village, Manali,  
Chennai – 600068.**

**Phone: 044 – 25946564 /**

**Fax : 044 – 25941156**

## 22 PRICE BID TO BE UPLOADED ON-LINE ONLY

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

## 23 VALIDITY OF OFFER

Your offer should be valid for acceptance up to 90 days from the due date of this tender. Delivery of lot should have test certificate / COA and MSDS Sheet.

## 24 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, 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.

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

**Seal and Signature of the tenderer:**

**Date:**



## **25 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.

## **26 PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):**

**Following benefits would be extended to qualifying MSE vendors as per Public Procurement Policy for MSEs subject to meeting the qualification criteria.**

- a. Preference for Price Quotation in tenders: Qualifying Micro and Small Enterprises quoting price within price band of L1+15%, will qualify 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 25 per cent of total tendered quantity for the particular grade(s)/item(s) at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band(L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid.”

### **Qualification Criterion for MSE's for availing the above benefits:**

- a. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F:No 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.

**Seal and Signature of the tenderer:**

**Date:**



- b. The above mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs..

Bidder should read **Government Notification dated 1<sup>st</sup>, June'2020 in respect of "New Definition of MSE" as under** before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

**\* Please declare in Annexure 1.**

**27 MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES**  
**NOTIFICATION**

New Delhi, the 1st June, 2020

**S.O. 1702(E).**—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

**Preference to Make in India Policy – Local content in the tendered items (Order No P- 45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India.**

Further the above referred Order defines 'Local Content, "Class -I local supplier" and "Class II local supplier" as under:

**Seal and Signature of the tenderer:**

**Date:**

**“Local Content”** means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

**Class – I local supplier** – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

**Class – II local supplier** – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

**Vendor should note that “Class I Local Supplier” would be given purchase preference under Make in India Policy as per Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India. However this preference would be applicable after netting off the quantity allotted (if any) to MSE vendors as per MSE of this tender.**

In view of above guidelines, you are required to provide self-declaration in the following prescribed format. Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

SI No	Service(s) Description	Percentage of local content in your service(s)

**\* Please declare in Annexure 1**

#### **Verification of local content**

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities..

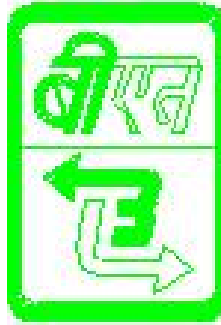
**Seal and Signature of the tenderer:**

**Date:**

**It may also be noted that in case of any conflict between ‘Provisions for MSE’ and ‘Preference to Make in India Policy’, ‘Provisions for MSE’ will get a preference over ‘Provisions under Preference to Make in India Policy’.**

**For Balmer Lawrie & Co Ltd**

**T.INDHIRA  
Sr. MANAGER (SCM)**



***Seal and Signature of the tenderer:***

***Date:***

**Vendor is requested to provide all the data in the table below and to be uploaded**

1.	Supplier Name	
2.	Address 1	
3.	Address 2	
4.	City	
5.	Postal code	
6.	State	
7.	Landline Telephone No	
8.	Contact Person	
9.	Name and Mobile Number of Contact person	
10.	Fax	
11.	Email	
12.	Whether MSME/NSIC Registered? *	
13.	If yes Udyog Aadhar Registration Certificate No (or) udyam Registration No.	Enclose certificate
14.	Make India Policy Declaration	Enclose declaration
15.	Bid Security Declaration	Enclose

**Seal and Signature of the tenderer:**

**Date:**

To be provided by vendor in their letter head

Ref:

Date:

To:

M/s.Balmer Lawrie & Co.Ltd  
Leather Chemicals Division  
Manali  
Chennai 600 068

Sub: DECLARATION : Bid Security (EMD) /MSME D/LOCAL CONTENT

Dear Sir/Madam,

TENDER REF :BL/LC/MAN/CL2/LT/202021/0169

We declare as follows :

**BID SECURITY DECLARATION**

We declare that we will not withdraw or modify our bid during the period of validity and we understand that if done, we will be suspended in participating the tenders for Chlorine upto 31.3.2021.



**MSME DECLARATION**

MSME REGISTRATION : YES OR NO

If Yes please enclose MSME/Udyam Registration Certificate

**MAKE IN INDIA POLICY DECLARATION**

SI No	Service(s) Description	Percentage of local content in your service(s)
1	Supply of Chlorine	Class I Local Supplier or Class II Local Supplier  Local Content % :

Date :

Authorised Signatory

Place:

**Seal and Signature of the tenderer:**

**Date:**