

TENDER NO: BL/LC/MAN/SNT/LT/202021/0285

Dated: 09.03.2021

Due date: 23.03.2021

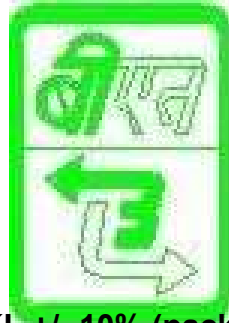
Sub: Two bid Online “e” bidding for Supply of Sanitizer

1. INTRODUCTION

Balmer Lawrie & Co Ltd. [herein after referred as BL] is a multiple product, multi-location and multi technology conglomerate and manufacture of Chemicals forms one of the core businesses of the company. The company invites e-bids for supply of **Sanitizer** for their Chennai plant from competent and experienced manufacturers with sound infrastructural, technical and financial capabilities.

2. SPECIFICATION

Each 100ml contains:
Iso propyl Alcohol IP ...75% v/v
Hydrogen Peroxide IP 0.125% v/v
Glycerol IP.....1.45% v/v
Solution



3. TENDER QUANTITY: Overall 10 KL +/- 10% (pack-wise details given below)

<u>Bottle Type</u>	<u>Quantity</u> (KL)
500 ml bottle	4 KL
1 Litre bottle	2 KL
5 Litre bottle	4 KL

The required label design are given below.

Design of the label to be pasted on the bottle will be given by Balmer Lawrie. The supplier have to arrange the labels and paste on the bottle surface.

4. Label spec and model:

The design given below is for reference purpose only. This will be confirmed while printing

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5. PRICE

The price of the qualified bidders should be submitted in our e portal only as per the indicative format below (submission of offline price bid will disqualify the bidders' participation in the tender)

Price Bid for the product quote (this price should include both material cost, packing cost, freight cost and all miscellaneous like transit insurance, loading at supplier factory, unloading at Balmer Lawrie plant in Chennai)

6.1 PRICE BID FOR SUPPLY OF SANITIZER

S.no	Particulars	Formula (if any)
1	Unit of Measurement	Litre
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 %)

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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 Vendor
13	8 Digit HSN Code of the tendered item	To be provided by Vendor

6.2 Price Bid for the quote for obtaining the manufacturing license for Balmer Lawrie

S.no	Particulars	Formula (if any)
1	Unit of Measurement	LS
2	Basic Price per unit	A
3a	CGST in %	B1=A* (Applicable CGST Rate in %)
3b	SGST in %	B2=A* (Applicable SGST Rate in %)
	or	
4	IGST in %	B3=A* (Applicable IGST Rate in %)
5	Total Cost	C= SUM(A+(B1+B2) or B3)
6	Less: CGST	D= B1
7	Less: SGST	E= B2
8	Less: IGST	F= B3
9	Landed Cost	G= (C- (D+E) or F)
10	SAC code of the service	To be provided by Vendor

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. Qualified Vendor has to quote their price as per the above format in the e-portal.

7. Contract period:

The Contract period will be for 6 months from the date of Purchase order / LOI or till Completion of quantity whichever is later. Your offer should be F.O.R. Manali, Door delivery basis.

8. Delivery Timeline:

Delivery as per our schedule in staggered manner as per our call ups. The products have to be supplied within one week to 10 days from the date of call-up. The supplier can also revert with the possible lead time required for delivering the product in our Chennai plant. Freight on 'To Pay' basis will not be entertained. Offer should have clear details on GST, transport, Insurance etc. The prices should be firm till the completion of order.

9. PRE-QUALIFICATION:

i). Vendor should have valid Drug Manufacturing and Testing License with all manufacturing / testing facilities as per the terms and conditions of Director General of Drugs Control (DGDC), Govt. of India / the Director of Drugs Control, Govt. of Tamil Nadu.

Documents required: Relevant License / Registration copy to be submitted, along with order copy

ii). The manufacturer should have minimum 3 years of experience in the Sanitizer manufacturing
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activities as per the Drugs and cosmetic act 1940 and the rule made there under for atleast 3 years

Documents required: Relevant documents / proofs / records to be submitted

iii). Vendor should furnish the qualification and work experience details of the Chemists for Drugs manufacturing facilities in their firm with all required infrastructural facilities as per norms prescribed

Documents required: Relevant Work orders to be submitted for sanitizers supplied by your company.

iv). GST copy of the company to be furnished

v). PAN copy to be furnished

vi) Bid Security Declaration as per Annexure 1

(vii) Supplier Data form with relevant certificates as per Annexure 2

Bidders meeting the above mentioned pre-qualifications will be invited to participate in the price bid

10. VENDOR'S SCOPE OF WORK AND TERMS & CONDITIONS:

a). Vendor should obtain appropriate manufacturing license in the Name of our brand Balitizer from Drugs control department as per drugs and Cosmetic act 1940 and approved manufacturing Drug license copy to be submitted to BL

Vendor should accept to transfer the obtained Balitizer Manufacturing License with all manufacturing and marketing rights to BL whenever it is required by BL, and should accept not to manufacture & sell the same brand under any circumstances thereafter anywhere with / without notice of BL. Vendor should be ready to sign an agreement with BL which is a prerequisite of the Tender.

b). Balitizer is the Brand of BL Vendor must not be given the products to any other party to market directly or indirectly in the Name of Balitizer No one is having the rights to sale or market the products in the Name of Balitizer. BL shall possess all the Manufacturing / Marketing rights what so ever at any time during / outside this contract period / in future, respectively.

c). Whenever Balmer Lawrie proposed to manufacture Balitizer in BL factory, without any objection vendor should withdraw its manufacturing license from Drugs control dept. and handed over to BL without any cost.

d). Vendor should furnish Batch wise Test Certificate as per drugs and Cosmetic act 1940 and the manufacturer / Vendor is responsible for life period of the products. Vendor should hold the responsibility of the product till the sale of stocks; if any violation observed of its quality, standard or its stability the products will be immediately returned to the supplier.

e). The label design have been mentioned in this tender document. Printing has to be done by the vendor and its costing will not be given separately. The costing should be inclusive of the finished products with outer cartons.

f). Vendor should permit and allow the BL Technical team inspect the premises and infrastructural

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facilities and the processing at any time during working hours.

g). Vendor should supply the finished Balitizer in salable packs with our approved packing and labelling as per BL's requirement during the course of contract

The Bidder should sign all the pages of this tender document with seal. This will be considered as the acceptance of the above mentioned terms without any deviation. Bids submitted by the participants fulfilling the above mentioned pre-qualifications only will be considered for evaluation.

11. BL'S SCOPE:

Following are the BL scope.

- (a) BL will give the approved spec of containers to be used for packing
- (b) Approved design of label that need to be pasted on the container surface
- (c) Spec of the Secondary packing and Tertiary packing requirements will be given by BL

12. PAYMENT TERMS

Minimum credit period accepted is 60 days. In case the supplier wants to offer a credit period other than 60 days the same should be clearly mentioned in the quote itself. For any change in the credit period offered by the supplier, suitable adjustments will be made in arriving at the landed cost for our company. Credit period will be reckoned from the date of receipt of material at our factory.

13. Bid security declaration:

Participants are requested to submit the bid security declaration as per the format enclosed in the Annexure 1.

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

14. 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 eProcurement web site / or BL 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 opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

15. 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 website <https://balmerlawrie.eproc.in>

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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. 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

16. 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.

17. 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.

18. EVALUATION OF BIDS

Suppliers whoever have meets the pre-qualification criteria will be invited to participate in the online price bid. The on-line closed price bids shall be used for grading the bidders. The order will be placed on the qualified overall lowest L1 bidder.

19. Validity of the offer

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

20. 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.

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21. 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 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 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.

22. VOLUME ADHERENCE:

As the party will supply in packed finished product, there should not be any deviation in mentioned quantity in the containers. Failing of which, vendor is responsible for the consequences.

23. DISCLAIMER CLAUSES:

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.

24. QUALITY ADHERENCE:

Material have to adhere strictly to the specification as mentioned in the clause 2. If the material is found to be deviating from the spec, the entire lot will be rejected. The supplier should replace the material on cost of supplier.

Note: If the material in the lot is rejected by our QC, the rejected material has to be taken back by the supplier and should be replaced with the right product at the supplier cost.

25. GST TAX FORMALITIES & 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

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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.

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. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
- b. 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.

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.

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- b. 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 1st, 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.

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

27. 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:

"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.

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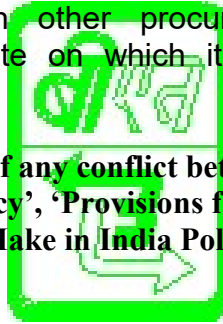
In view of above guidelines, you are required to provide self- declaration in the following prescribed format. Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

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

Verification of local content

- a. 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.
- b. 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..

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’.



- Balmer Lawrie & Co Ltd

CM

Annexure: 1

Format for Bid Security (EMD) Declaration
(to be provided by vendor in their letter head)

Ref:

Date:

SBU Chemicals
BALMER LAWRIE & CO. LTD
32, Sathangadu Village,
Manali,
Chennai – 600068.

Sub: Bid Security (EMD) Declaration

Dear Sir/Madam,

Ref is made to your Tender Ref: _____ dated _____
against which we submit our quotation ref: dated. 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 upto 31.12.2021.

Date :

Authorised Signatory

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Annexure 2

1	Supplier Name	
2	House No with address 1	
3	Address 2	
4	City	
5	Postal code	
6	Region	
7	Transport Zone	
8	Tel No	
9	Mobile No	
10	Fax	
11	Email	
12	Bank Name	
13	A/c No	
14	IFSC code	
15	Bank Branch	
16	MICR code	
17	Industry Type (Tick appropriate)	Manufacture / Dealer / Trader
18	Whether SSI / NSIC / MSME Registered	
19	If yes Whether SC / ST	
20	UAM number of MSME	
21	Mobile No: registered with UAM	
22	Contact Person	
23	Inco terms	FOR Chennai
24	Payment terms	Credit
25	GST no:	
26	HSN / SAC no:	
27	PAN no:	

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