



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

**TENDER NO: BL/LC/MAN/CL2/LT/201718/0066**

**Dated: 18.07.17**

**Due Date: 31.07.17**

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

**2 TENDER QUANTITY**

Our estimated requirement is 600 MT for the period of 6 months. The tender quantity indicated is notional & may be increased at the discretion of the company up to +10%. The average monthly requirement is 110MT.

**3 CONTRACT PERIOD**

The contract period of three 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	99(min)	IS:646:1986

**5 EARNEST MONEYDEPOSIT (EMD)**

The bidder shall furnish an **EMD** for a sum of **Rs. 15000 /-**(Rupees Fifteen Thousand only) along with the bid by a/c payee pay order / demand draft in favour of Balmer Lawrie & Co Ltd payable at Chennai. DD should be valid for the period of at least 60 days from the due date of tender.

- OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- 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.

**Seal and Signature of the tenderer:**

**Date:**

- c. 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.
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e. **SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.**
- f. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered product/service. .

## 6 PRICE

6.1 The price quoted should be as per format below:

Item	Particulars	Formula (if any)
1	Basic Price (Inclusive of P&F, Freight & Insurance) per unit	A
2a	CGST in %	$B1=A* \text{ (Applicable CGST Rate in \%)}$
2b	SGST in %	$B2=A* \text{ (Applicable SGST Rate in \%)}$
	OR	
3	IGST in %	$B3=A* \text{ (Applicable IGST Rate in \%)}$
4	Total Cost	$C= \text{SUM}(A+(B1+B2) \text{ or } B3)$
5	Less: CGST	$D= B1$
6	Less: SGST	$E= B2$
7	Less: IGST	$F= B3$
8	Landed Cost	$G= (C- (D+E) \text{ or } F)$
9	8 Digit HSN Code of the tendered item	To be provided by Vendor

Price quoted should be on FOR Manali basis (inclusive of Insurance & Freight Charges.) in Rs/Kg.

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.**

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**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 SECURITY DEPOSIT (SD)**

Each successful tenderer shall be required to submit within 10 days of issue of LOI / PO, SD equivalent to 5% of the total order value rounded off to the nearest thousand rupees by a/c payee pay order / demand draft / irrevocable BG as per our format with a validity of further 3 months from expiry of the contract. The BG format will be issued to successful bidder. No interest will be payable on the SD held with us.


If SD is not received within 10 days from date of LOI/PO, the amount will be deducted from the vendor's running bills until the required SD is accumulated.

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded to successful bidder, only on successful delivery of the tendered product.

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

### **Security deposit is liable to forfeiture in the event of:**

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- a. Not supplying the after Acceptance of Purchase Order.
  - b. Successful Bidder fails to deliver the product as per the terms & condition of the Purchase Order.
  - c. Successful Bidder violates the tender conditions.
  - d. If the performance of the bidder is found to be unsatisfactory
  - e. Any unilateral revision made by the successful bidder during the validity period of the contract.

## **8 PAYMENT TERMS**

- 8.1 100% payment with minimum 45 days credit from the date of receipt of Material at our works**
- 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.**

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**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).

**10 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.

**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 DELIVERY TO PLANT**

12.1 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 and return of empty tonners.

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12.2 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 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 of technically qualified bidders will be done and lowest landed rate shall be taken as L1 price and next lowest as L2 price and so on.

The 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; similar offer shall be successively made to L3, L4, L5, bidders.

If no bidder accepts to match the final L1 price, the company retains the option of transferring the 100% quantity to L1.

### **14 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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## 15 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.**

## 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. 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.

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

## 18 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>

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
M.Siva Kumar(Chennai)	<a href="mailto:Siva.kumar@c1india.com">Siva.kumar@c1india.com</a>	+91 -9944650513
Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
Ritabrata Chakraborty	<a href="mailto:ritabrata.chakraborty@c1india.com">ritabrata.chakraborty@c1india.com</a>	+91-8697910411

## 19 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.

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## 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 e-procurement platform. 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.

## 22 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/201718/0066 dated 18.07.17** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. EMD as pay order / demand draft / non revocable BG as per our format or if exempted with a copy of valid relevant certificate

The sealed envelope containing all the above documents super scribing "Ref: Tender Enquiry No **BL/LC/MAN/CL2/LT/201718/0066 dated 18.07.17** shall be submitted off-line at the following address:

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

**Phone: 044 – 25946542 / 25946565  
Fax : 044 – 25941156**

**Seal and Signature of the tenderer:**

**Date:**



**23 PRICE BID TO BE UPLOADED ON-LINE ONLY**

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

**24 VALIDITY OF OFFER**

Your offer should be valid for acceptance up to 60 days from the due date of this tender.

**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, 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.

**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**  
**Sr. MANAGER (SCM)**

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

***Date:***