

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

TENDER NO: BL/LC/MAN/CPSC/LT/201920/0008

Dated: 11.04.19 Due date: 24.04.19

<u>Sub: Online "e" bidding for Supply of CHLORO PARAFFIN SULPHONYL</u> CHLORIDE.

## 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 CHLORO PARAFFIN SULPHONYL CHLORIDE in 200 kg HDPE barrels meeting our carbon chain specification as detailed below for our Chennai plant.

## 2. SPECIFICTION

Appearance	Gardener Colour 5 max	By Lovibond Tintometer
% Sulphur	5.5 - 6.5	In-house method
% Chlorine	26.0 – <mark>30.0</mark>	In-house method
% Increase in acidity	0.02 max	In-house method
MCCP /SCCP *	Not detected ->	GC-ECNIMS

<sup>\*</sup> Medium Chain Chlorinated Paraffins / Short Chain Chlorinated Paraffins

<u>Declaration on MCCP & SCCP (at not detected level) is very much required & submitted with each lot.</u> COA has to be sent along with each Lot without fail.

3. QUANTITY : <u>35 +/-10% MT in HDPE Barrels</u>

Item	Particulars	Formula (if any)	
1	Unit of Measurement		
2	Basic Price per unit	A	
3	Freight (Including Insurance) per Unit	В	
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 %)	
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	

Delivery Schedule: Material to be desptached based on our call up. . The prices should be firm till the completion of order. The company reserves the right to reject any or all offers.

Material shall be delivered to us as per our delivery schedule without fail. Delivery schedules will be given as per mutually agreed terms. In case of any delay beyond the agreed delivery period the company reserves the right to purchase the requirement from other sources and such quantity would automatically get reduced from the total order quantity placed on the originally successful bidder.

Minimum credit period accepted is 30 days. In case the supplier wants to offer a credit period other than 30 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.

4. EMD: Your offer should be accompanied by and Earnest Money Deposit (EMD) amount of Rs 15000/= in favour of Balmer Lawrie & Co Ltd., payable at Chennai. Offers not accompanied by EMD shall not be considered. EMD amount should reach us on or before due date. The EMD shall be free of interest and shall be refunded to unsuccessful bidders within 30 days of closing of tender.

## 5. AWARD OF CONTRACT

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.

# <u>Provisions for Micro, Small and Medium Enterprises (MSME):</u>

a) Qualification Criterion: MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by ministry vide circular no F: No: 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

b) Hence Copy of UAN certificate only should be enclosed for claiming exemption from EMD.

The Senior Manager (SCM)
Balmer Lawrie & Co Ltd
Leather Chemicals Division,
32, Sathangadu Village,
Manali, Chennai – 600068

Tel: 25946542

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 CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION

The bidder would be required to register on the e-procurement market place <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> 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.

# 7 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 <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>

# 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
Manisankar (Chennai)	Chikkavarapu.manisankar@c1india.com	+91-8939284159
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Partha Gosh	Partha.gosh@c1india.com	+91-8811093299

# 8 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.

# 9 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 eprocurement platform / BL Website. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

# 10 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.

## 11 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 the vendor shall dispatch the material within 10 days from the date of intimation and in case of confirmation of rejection after re-test the vendor shall dispatch the material within 10 days from the date of confirmation of rejection, failing which BL shall have the right to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

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

# <u>SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS'S PARTICIPATION IN THE TENDER</u>

#### **13 VALIDITY OF OFFER**

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

#### 14 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 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.

# 15 CONFLICT OF INTEREST

The bids of any tenderers may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

#### **16. 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.

## 17 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.

# 18 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.

# 19 Compliance to Industrial safety:

The vendor should have complied all the relevant safety standards and HSE policy as per the statuary norms. The bidders should have all the necessary valid licenses / permits / certificates as applicable to their industry / pollution board norms. Non-adherence or violation to the above criteria will lead to the cancellation of contract / order and the supplier will be blacklisted.

# 20 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.

For Balmer Lawrie & Co Ltd

A.ARUN Sr. Manager (SCM)