

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

**Tender Ref: BL/LC/MAN/CAP/LT/201718/0269**

**Dated: 06.02.2018**

**Due date: 17.02.2018**

**Sub: Inviting “e” bidding for Supply of Gas Flowmeter for Chlorine service as per Specification at SBULC Manali – Reg...**

## 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 Gas Flowmeter for Chlorine Service as per specification** for their Chennai plant from approved and experienced Original Equipment Manufacturers/authorized dealers of OE manufacturers with sound infrastructural, technical and financial capabilities.

**Offers from new vendors based on BL website enquiry, if any, will be considered for vendor development only, against this tender.**

## 2. TENDER QUANTITY

Gas Flowmeter for Chlorine Service as per specification- 1 No

## 3. ITEM TECHNICAL SPECIFICATIONS

Refer Annexure – 1

Technical specifications given are only indicative. However, parties need to quote with maximum level of accuracy designed for the given service conditions.

## 4. PRICE

4.1 The price to be submitted at our e-portal only, as per the indicative format below:  
**(Submission of offline price bid will disqualify the bidders' participation in the tender)**

**SUPPLY OF GAS FLOWMETER FOR CHLORINE SERVICE AS PER SPECIFICATION – 1 No**

Item	Particulars	Formula (if any)
1	Unit Of Measurement	nos
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	

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

**Note:** Installation, Commissioning and Testing of the Gas Flow meter is in Vendor's Scope. (Installation shall be carried out by BL, in presence of the vendor). Charges if any for installation, commissioning and testing to be included in the basic price itself as above. No additional charges is payable separately for the same.

The basic price should include loading charges at supply premises, packing and forwarding. Price quoted should be on FOR Manali basis in **Rs. per unit.**

Vendor has to provide the applicable GST rate in % in the relevant fields as above during price bidding. **If a vendor quotes with CGST & SGST, then they may ENTER "0" (Numerical Zero) in IGST field and similarly, If a vendor quotes with IGST, then they may ENTER "0" (Numerical Zero) in CGST & SGST fields.**

Changes in statutory levies like GST and any taxes as applicable on the product shall be reimbursed at actuals based on documentary proof. Taxes and duties as applicable shall be clearly mentioned.

4.2 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

## 5. PAYMENT TERMS

5.1 Our payment terms would be

-90% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;

-Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.

**Note:** In case of payment terms differing from above, suitable adjustments will be made in arriving at the landed cost while price comparison. However, partial advance payment if any prior to dispatch is payable only against Advance Bank Guarantee (taken from a nationalized bank) as per BL format.

Offers seeking payment before supply without Advance Bank Guarantee will be rejected.

Advance Bank Guarantee /Performance Bank Guarantee format shall be given to successful tenderer and if the tenderer is submitting BG, it shall be strictly as per our BG format only. ABG, if any, shall be submitted within 10 days from the date of LOI/PO.

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

**5.3** **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.**

## **6. GUARANTEE**

**6.1** The party shall stand guarantee for material, workmanship and performance for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier.

**6.2** The warranty/guarantee shall extend to the equipment and components manufactured by you or your vendor. In case of prolonged breakdown of equipment during warranty, the warranty period shall be extended proportionately.

**6.3** During the above period, the party shall attend/repair/rectify /replace any defects whatsoever in material, workmanship and performance and make equipment ready for normal performance.

## **7. DELIVERY**

Delivery is expected **within 2-4 weeks** from the date of drawing approval. However, earliest possible delivery period shall be mentioned clearly from the date of drawing approval. Vendor has to submit detailed drawing of the flowmeter for BL's approval within 2 days from the date of LOI/PO. BL will revert on approval of drawing with correction, if any within 2 days from receipt of drawing.

The delivery period mentioned above is inclusive of inspection & testing/transit time. No additional time shall be given separately for inspection/testing/transportation. Hence vendor has to plan and inform BL regarding the readiness of the equipment for inspection/testing with 1 week notice period, and BL shall confirm on inspection & testing within 2 days from the inspection notice given by the vendor.

Corrections/modifications as suggested by BL during inspection & testing to be implemented by the vendor within the mutually agreed period by BL & Vendor, based on the nature of corrections/modifications suggested.

**Any delay in submission of Bank Guarantee, Drawings etc & delay due to inspection & testing/transportation will be counted into delivery time taken by vendor only**

## **8. LD Clause:**

The equipment shall be delivered 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 subject to a maximum of 5% on total basic value

## **9. CONFLICT OF INTEREST**

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

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## **10. RISK PURCHASE**

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the stipulated delivery period, 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 mutually agreed time period, BL shall have the right to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

## **11. DELIVERY TO PLANT**

Purchase Order under this tender will be placed for DELIVERED supplies. Transit Risk for the supplied material, Insurance coverage thereof will be borne by the supplier.

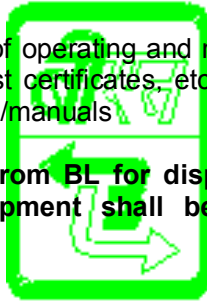
## **12. INSPECTION & TESTING**

If required, inspection and testing of the flowmeter shall be conducted at the vendor's premises before delivery, in presence of BL representative.

**Refer clause no. 7, Delivery.**

Vendor has to provide 2 copies of operating and maintenance manual, with relevant documents, drawing, material test certificates, etc, if any related to the equipments along with soft copies of drawings/manuals

**Release note to be obtained from BL for dispatch clearance. Only after due clearance from BL, the equipment shall be dispatched from the vendor premises.**



## **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 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.

## **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

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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.**

#### **15. 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.

#### **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.

#### **17. CONDITIONS / PROCEDURE FOR BID SUBMISSION**

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their price bid displayed in e Procurement web site. The bidders shall submit/upload copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids to the Tender Inviting Authority before the due date for tender submission in the e-procurement portal. The bidder shall sign on the statements, documents, certificates, owning responsibility for their correctness/authenticity.

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## 18. Registration with eProcurement platform

For registration and online price 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>. **Vendors need to get themselves registered online as above to participate in tender**

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. Manisankar(Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91- 8939284159/044-25946556
2. Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
3. Mr. Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
4. Mr. Partha Ghosh(Kolkata)	<a href="mailto:parthaldotlghoshl@tclindia.com">parthaldotlghoshl@tclindia.com</a>	+91-8811093299
5. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:uiwaladotlshimpil@tclindia.com">uiwaladotlshimpil@tclindia.com</a>	+91-022- 66865608

## 19. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before submitting the price 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 with encryption need to obtain Digital Certificate with encryption to participate in e-tender. They may contact Help Desk of C1 India Pvt Ltd.

## 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 our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and our e-Procurement platform <https://balmerlawrie.eproc.in>. 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 TECHNO-COMMERCIAL TENDER DOCUMENTS [excluding price bid]

BL expects bidders' compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms & conditions / quality should be mentioned in the deviation sheet as per format of the tender documents and furnished along with the submission of offline tender documents. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. **The deviations, if mentioned, are subject to approval by BL.**

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**Offline tender document shall comprise the following:**

1. Copy of this tender document No. **BL/LC/MAN/CAP/LT/201718/0269** duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions.
2. Duly filled specifications as sought in **Annexure-1**
3. Duly filled commercial terms as sought in **Annexure- 2**
4. Duly filled vendor details as sought in **Annexure-3**
5. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
6. The sealed envelope containing all the above documents super scribing **"Unpriced Offer for – "Gas Flow meter for Chlorine Service "**, Ref: Tender No **BL/LC/MAN/CAP/LT/201718/0269 Due on 17.02.2018** shall be submitted **as hard copy** at the following address:

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

Phone : 044 – 25946543/00  
Fax : 044 – 25941156  
email:a.arun@balmerlawrie.com

**23. SUBMISSION OF PRICE BID (ON-LINE ONLY)**

**23.1 Vendors to submit their price online only, as per the indicative format as per clause 4 as sought in our e-procurement portal.**

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

**24. EVALUATIONS OF BIDS**

The on-line closed price bids shall be used for grading the bidders. **Technical evaluation of the offers received would be done, based on the technical specification given in Annexure-1. Offers with technical deviation will not be considered.** Price bids of technical qualified bidders alone shall be considered for price evaluation. Price evaluation will be done as above and lowest landed rate (net of GST, as applicable) shall be taken as L1 price and next lowest as L2 price and so on.

Order will be awarded to L1 bidder.

In case, bids are received from related Companies, only the lowest among such bids shall be considered for evaluation. The other bids of related Companies will stand rejected.

**If required, during technical evaluation, the facilities of the manufacturer and their clients will be visited by BL for verification.**

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## **25. VALIDITY OF OFFER**

Your offer should be valid for our acceptance up to **60 days** from the due date of this tender **(i.e. From 17.02.2018)**.

## **26. 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.

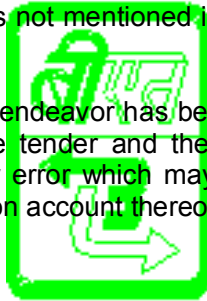
BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

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.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute

It may be noted that if any term is not mentioned in offer, it will be considered as per our tender only.

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.



## **27. 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.

## **28. AWARD OF CONTRACT**

The order will be awarded to the lowest quoted tenderer based on the rate provided in the PRICE SCHEDULE in our e-procurement website.

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.

**For Balmer Lawrie & Co Ltd**

**Senior Manager (SCM)**

**Encl: Annexure- 1 (2 pages) - Technical Requirements  
Annexure- 2 (1 page) - Commercial Requirements  
Annexure- 3 (1 page) - Vendor Details  
Deviation Sheet Format- (1 page)**

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**Vendor is requested to confirm all the data provided below:**

**Technical:**

**GAS FLOWMETER FOR CHLORINE SERVICE- 1 No**

SL NO.	DESCRIPTION	BL REQUIREMENT/SPECIFICATION	VENDOR'S OFFER
	-		
1	Type	Differential Pressure Transmitter Type	
2	Service	Chlorine gas (dry)	
3	Flowrate	0-75 kg/hr	
4	Operating Pressure	3-15 kg/cm2	
5	Temperature	30 – 40 deg C	
	-		
6	<b><u>ORIFICE ASSEMBLY</u></b>		
a	Line size	1 1/2"	
b	Total Length	1.4 meter	
c	Orifice MOC	Hastealloy-C	
d	Orifice Flange port for Manifold	1/2" NPT (SS 316)	
7	<b><u>MANIFOLD</u></b>		
a	Manifold Type	5 way 4 port	
b	Manifold MOC	Hastealloy-C	
c	Process Connection	1/2" NPT	
8	<b><u>TRANSMITTER</u></b>		
a	Type	Differential Pressure Transmitter	
b	Sensor Range	600 mmWC	
c	Sensing Diaphragm	Hastealloy-C	
d	Accuracy Rating	+/- 0.04% FS	
e	Supply	24V DC	
f	Enclosure Rating	IP 67, NEMA 6/6P	
9	<b><u>TOTALISER</u></b>		
a	Accuracy	+/-0.1% accuracy	
b	Built in functions required	Totalizer/BTU/Mass Flow Function, Enhanced Math Function	
c	Enclosure Rating	IP 66 NEMA 4X	
d	Output	4-20 ma & retransmission output	
e	Totalized Value	7 digits	

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**NOTE:**

1. **The specification given above are indicative only. However, vendors can give their offer for the required specification as given above. Deviations if any from our specifications can be mentioned as per format in the deviation sheet.**
2. **GA drawing of the flowmeter to be submitted along with the offer. Detailed drawing of the flowmeter to be approved by BL before manufacture.**
3. **Any bought out item to be mentioned separately and necessary certificate/drawing of the same to be submitted along with the offer.**
4. **Kindly contact Mr. K Manivarman, 044-25946576/09445229921, E-mail- [manivarman.k@balmerlawrie.com](mailto:manivarman.k@balmerlawrie.com)/ [raju.s@balmerlawrie.com](mailto:raju.s@balmerlawrie.com) for all technical related queries**



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**Vendor is requested to confirm all the data provided in the table below:**  
**Commercial:**

SL No.	ITEM DESCRIPTION	BL REQUIREMENT	VENDORS OFFER
1	Validity	60 days from <b>17.02.2018</b>	
2	Delivery	Delivery is expected <b>within 2-4 weeks</b> from the date of drawing approval. However, earliest possible delivery period shall be mentioned clearly from the date of drawing approval. Vendor has to submit detailed drawing of the flowmeter for BL's approval within 2 days from the date of LOI/PO. BL will revert on approval of drawing with correction, if any within 2 days from receipt of drawing.	
3	Guarantee Period	12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier.	
4	Payment Terms	90% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance; Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.	
5	Packing and Forwarding	To be included in the basic price	
6	Taxes & Duties		
a	GST (8 Digit HSN code of the tendered item to be mentioned)	To be Specified by Vendor	
b	GST rate %	To be Specified by Vendor	
7	Transit Insurance	To be included in the basic price	
8	Transportation	To be included in the basic price	
9	Unloading	By BL	
10	Installation	By BL in presence of vendor	
11	Commissioning and Testing	Vendor's Scope; Charges if any towards the same shall be included in basic price itself. <b>NO ADDITIONAL CHARGES ARE PAYABLE FOR THE SAME</b>	

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**Vendor is requested to provide all the data in the table below, as 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*	
19.	Proof of GSTIN Registration number per state (From GSTN website)*	
20.	Vendor's GSP name (GST Suvidha Provider's)	

**\* - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted.**

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**DEVIATION SHEET**

Clause No. of the Tender	Tender Requirements	Deviation
		

*Seal & Signature of the Tenderer:*