

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

**TENDER NO: BL/LC/MAN/MALEIC/LT/202021/0263**

**Dated:23.02.2021**

**Due date:05.03.2021**

**Sub: Online “e” bidding for Supply of Maleic Anhydride**

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

**2. SPECIFICATION**

Appearance % assay	White flakes/pellets 98.0 (min)	Visual Checkup IS: 5149:1977
Melting point	52 – 53 deg.c	By Melting Point Apparatus

**3. QUANTITY : 5 MT +/-10%**

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 = 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

The material should be despatched on 20/21.12.2020 after receipt of firm purchase order. The prices should be firm till the completion of order. The company reserves the right to reject any or all offers.

**Minimum credit period accepted is 45 days. In case the supplier wants to offer a credit period other than 45 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.**

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

#### **4 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.

#### **5 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>

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))</b>		
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>		
<b>Contact Nos. and email IDs for Balmer Lawrie helpdesk officers</b>		
<b>Name</b>	<b>E-mail</b>	<b>Phone Numbers</b>
<b>1. Mr. Mr. Tirtha Das (Kolkata)</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>
<b>2. Mr. Manisankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	<b>+91- 8939284159 / 044-25946556</b>
<b>3. Ms. Ritu Patil (Mumbai)</b>	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	<b>+91- 124- 430200</b>
<b>4. Mr. Help Desk Support (Kolkata)</b>	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	<b>+91-8017272644</b>
<b>5. Mr. Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>

## **6 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.

## **7 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.

## **8 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.

## **9. PRICE BID TO BE UPLOADED ON-LINE ONLY**

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

## **10 VALIDITY OF OFFER**

Your offer should be valid for acceptance up to 20 days from the due date. Delivery of lot should have test certificate / COA and MSDS Sheet

## **11 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.

## **12 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.

## **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 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.

## **14 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.

## **15. RISK PURCHASE:**

If the supplier fails to supply the product within the stipulated timeline or if the supplied product is rejected by our QC, then Balmer Lawrie has the right to source the product of that equivalent quantity from the market. In such case, if the purchased product from the market is higher value than the P.O. price, the difference in cost will be debited to the supplier.

Note: If the material in the lot is rejected by our QC, the rejected material has to be taken back by the supplier at their cost.

## **16. 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.**

### **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.

- 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.**

**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:

**"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..

**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)**

**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 certificate
15.	Bid Security Declaration	Enclose declaration

**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/MALEIC/LT/202021/0263

We declare as follows :

**MSME DECLARATION**

MSME REGISTRATION : YES OR NO

If Yes please enclose MSME/Udyam Registration Certificate

**Product:Imported or Indigenous - PLEASE CONFIRM**

**MAKE IN INDIA POLICY DECLARATION**

<b>SI No</b>	<b>Service(s) Description</b>	<b>Percentage of local content in your service(s)</b>
<b>1</b>	<b>Supply of Maleic Anhydride</b>	<b>Class I Local Supplier or Class II Local Supplier</b>  <b>Local Content % :</b>

Date :

Authorised Signatory

Place: