

BL/LI/TCW/RAI/21-22/39 DTD:.27..07.2021



BALMER LAWRIE & CO. LTD.
Temperature Controlled Warehouse, RAI
Plot No. 1924, 1924-A,
Rai Industrial Area, HSIIDC
Haryana
Mobile No 9866400155,
E-mail: choudhary.rr@balmerlawrie.com

TENDER NO: BL/LI/TCW-RAI/21-22/39 Dtd: 27/07/2021

CIN - L15492WB1924GOI004835

TECHNICAL / COMMERCIAL BID

Tender Document for

[Supply of Anhydrous Ammonia in Returnable Cylinders(50 Kg)]

DUE DATE & TIME: [07/08/2021 at 17.00hrs]

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NOTICE INVITING TENDER

Sealed Offers are invited from reputed, experienced suppliers or dealers who fulfil the eligibility criteria mentioned in General Terms AND Conditions subsequently, for undertaking the subject contract for **SUPPLY OF ANHYDROUS AMMONIA IN RETURNABLE CYLINDERS 50Kg at our Temperature Controlled Warehouse in Rai, Haryana.** Interested parties has to submit **Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder.** MSME agencies should declare their UAM number in the CPPP portal, if the same is not mentioned in the CPPP portal then you shall not be entitled for any benefits for being MSME /NSIC.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the Balmer Lawrie Portal www.balmerlawrie.com. The tenderer shall furnish the required information in Annexure 1 along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers put together in sealed envelope super scribing **TENDER No. BL/LI/TCW-RAI/21-22/39 Dated, 27/07/2021, SUPPLY OF ANHYDROUS AMMONIA IN RETURNABLE CYLINDERS (50Kg)** and shall be dropped in our tender box at the given address:

Kind attn. Mr. Rakesh R. Choudhury
 Temperature Controlled Warehouse, RAI
 Plot No. 1924, 1924-A,
 Rai Industrial Area, HSIIDC
 Haryana,

S. No	Description	Details
1	Name of Work	SUPPLY OF ANHYDROUS AMMONIA IN RETURNABLE CYLINDERS(50Kg)
2	Tender No	BL/LI/TCW-RAI/21-22/39 Dated 27/07/2021,
3	Validity Of Offer	120 days from the date of opening of Technical bid.
4	Contract Period	The contract period shall be valid for a period of 1 year from the date of issue of LOI or P.O. whichever is earlier.
5	Tender Fee	Nil
6	EMD	Nil
7	Bid Security Declaration	Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by the bidder).
8	Downloading / Submission of Tender :	
	a. Starts on	27/07/2021 at 18.00 hrs
	b. Closes on	07/8/2021 at 17.00 hrs
9	Opening of Tender	07/08/2021 at 17.30 hrs

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1. LIST OF DOCUMENTS TO BE SUBMITTED

The signed and stamped copies of following documents should be sent as part of the technical/commercial bid submission,

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Company's PAN.
- d. Company's GST Registration.
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.2019

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may require to come to our office **POSITIVELY** as intimated along with all original documents to verify the submitted documents.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

3. Special Note

- a. Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on tendering web page shall be the time and no other time shall be taken into cognizance.
- b. Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- c. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to tender from time to time.
- d. The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to- time basis in the Balmer Lawrie

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website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

- e. The tender document along with Bid Formats (Part-A and Part-B) may be downloaded from our website www.balmerlawrie.com or obtained from our office at the address given above during the normal office hours.

4. Filling of Tender Documents

- 4.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 4.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 4.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 4.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

GeM Declaration

Anhydrous Ammonia in Returnable Cylinders *are not available in GeM.*

Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM.

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SCOPE OF WORK

The scope of work shall be to supply the Anhydrous Ammonia Cylinders on returnable basis to Temperature Controlled Warehouse at **Temperature Controlled Warehouse, RAI Plot No. 1924, 1924-A, Rai Industrial Area, HSIIDC Haryana**

GENERAL CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

The tenderers should meet the following eligibility criteria:

2. Average annual turnover of the tenderer shall be minimum of Rs 2.00 lakhs during last three financial years ending 31st March 2020. Copies of balance sheets of last three years are required to be submitted.
3. The tenderer should be either supplier, manufacturer or dealer of Anhydrous Ammonia Cylinders (A copy of certificate attached).
4. Submission of Bid Security Declaration as per format attached herewith in tender document. .
5. Agency should have GST Registration number, copy of registration certificate is to be submitted.
6. The agency needs to furnish self-declaration that they are not black listed by any PSU or Government Institutions.

1. SUBMISSION OF BIDS

The bids should be submitted in single bid process. Technical / Commercial Bid [Unpriced] with Price bid however for Price Bid, only the rates are to be submitted as per given format,

2. TENDER OPENING

Unpriced and price bid will be opened as per tender calendar as it is a single bid.

3. ACCEPTANCE OF OFFERS

- (i) Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- (ii) Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- (iii) Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- (iv) Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the bid security declaration will be rejected.

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4. NEGOTIATIONS

- I. Balmer Lawrie reserves the right to negotiate only with the L1 Bidder. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- II. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

5. NOTIFICATION OF AWARD

Prior to the expiry period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

6. COMPLETION PERIOD

The contract period shall be valid for a period of 1(One) year from the date of issue of LOI or P.O. whichever is earlier. The same may be extendable for another 1 year on the same terms and conditions.

7. TERMINATION OF CONTRACT

In case of any breach of contract, serious criminal act on the part of selected contractor and/or his employees, and any such acts, the Company shall have the rights to terminate the contract immediately without any notice

8. VALIDITY

Offers must be valid for 120 days from the due date of the tender. The rates quoted by the tenderers once accepted by the Company shall be valid and firm during the tenure of entire contract period.

9. QUOTING OF RATES / TAXES

Rate shall be quoted as per the Price Bid Format. Applicable GST shall be mentioned separately as mentioned in the attached format.

10. **Security Deposit:** Successful bidder has to deposit interest free Security deposit @ 3 % of the contract value by way of DD/ Pay order within one week after receipt of LOI/WO. This security deposit will be refunded after one year from completion of job.

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11. TERMS OF PAYMENT

The supplier should raise monthly bills of the supplied Anhydrous Ammonia Cylinders and the payment can be released within 15 days from the date of receipt of bills.

12. TEST CERTIFICATES AND DOCUMENTS

Quality test reports for the supplied Anhydrous Ammonia Cylinders or any other materials used shall be submitted by the contractor at the time of supplying the cylinders.

13. LOCATION OF SITE

The site is located in Additional Patalganga, MIDC in District, Raigad, Maharashtra. The complete address is as under,

BALMER LAWRIE & CO. LTD.

Temperature Controlled Warehouse, RAI

Plot No. 1924, 1924-A, Rai Industrial Area, HSIIDC Haryana

14. Delivery

The requisition of the cylinders will be placed by BL in writing and accordingly the delivery can be planned. The quantity of supply depends upon the exact requirement which will be communicated time to time in writing. The quantity may increase or decrease as per the requirement of the Unit.

15. SUB-LETTING OF WORK

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

16. FORCE MAJEURE CONDITIONS

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

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Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & 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 & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

18. Purchase Preference Policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

19. Compliance of GST

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor

TDS Compliance: Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as

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services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

20. STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION

The entire work shall require to be carried out strictly as per specifications, quality assurance plan, drawing etc intended in the tender backed up with proper test report, manufacturers' test certificates etc. The Chief Technical Examiner of Central Vigilance Commission may inspect the work during the course of execution and also during the defect liability period. The contractor has to maintain all documents in presentable form duly reviewed and approved by the Engineer-in-Charge for any such/ similar inspection.

21. SPECIAL INSTRUCTION

In case of any query/clarification, the tenderer may contact our Mr. Rakesh Choudhary, Head(TCW) [Phone: Mobile: [9866400155](tel:9866400155)]

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DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BL/LI /TCW-RAI/21-22/39 and hereby confirm our acceptance of the same.

Place: Signature of Tenderer

Date: Name & Address

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ANNEXURE – 1

PARTICULARS OF THE TENDERER'S ORGANISATION

Sr. No.	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4.	Name, designation, mobile number, e-mail, Fax no. and any other details of the Contact Person	
5	Year of commencement of business	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
7	Registration No. (Under companies Act)	
8	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company)	
9	Income Tax PAN no.	
10	Whether copy of PAN enclosed.	
11	Whether copy of latest Income Tax Return uploaded	
12	GST Registration. No.	
13	Whether copy of GST Registration certificate Uploaded	
14	Complete Details of the Banker, Name, Address, IFSC Code, Bank Code, Account No and Type of Account	
15	Whether registered under NSIC / MSME	
16	In case registered under NSIC / MSME, provide registration number and copy of registration	

ANNEXURE -2

GENERAL TECHNICAL REQUIREMENTS

Supply of Anhydrous Ammonia in Returnable Cylinders.(50 Kgs).

PRICE BID

The price bid shall be as per the following format and the bidders are requested to fill the rates and send as mentioned in the NIT on Bid Submission.

Item No.	Item Descriptions	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Supply of Anhydrous Ammonia in Returnable Cylinders. (50 Kgs) for Temperature Controlled Warehouse at Plot No : BALMER LAWRIE & CO. LTD.Temperature Controlled Warehouse, RAI Plot No. 1924, 1924-A,Rai Industrial Area, HSIIDC Haryana as per the requisition placed in writing. The rate should be inclusive transportation, loading and unloading. Contact no- Rakesh 9866400155	No	Fifty (50)		0
	Total				-
	Add GST @ 18%				-

ANNEXURE -3

Bid Security Declaration Form

Date: _____
Tender No. : _____

To,
BALMER LAWRIE & CO. LTD.
BALMER LAWRIE & CO. LTD. Temperature Controlled Warehouse, RAI
Plot No. 1924, 1924-A, Rai Industrial Area, HSIIDC Haryana

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period *of one year* from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____

in the capacity of : _____

Name: _____

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal

Purchase Preference for Make in India and MSE suppliers

1. Purchase Preference under Public Procurement (Preference to Make in India) Order:

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“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 customs 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 to or more than 50%, as defined under the 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 the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“LI” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*“Margin of purchase preference” means the maximum extent to which the price quoted by a *Class-I local supplier’ may be above the LI for the purpose of purchase preference.*

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, the qty will be ordered as per clause no 9 (Notification of Award– page no 13) under General Terms and Conditions.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020.

Authorized Signatory,

DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

I/We,M/s.....,address.....
....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

Domestic Content – [%]

Imported Content – [%]

Authorized Signatory,

