

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

Tender Ref: BL/LC/MAN/CAP/LT/201718/0022 Dated: 07.06.2017

Due date: 20.06.2017

Sub: Inviting offers for Supply, Calibration, Installation, Commissioning and Testing of Weighing System for Ammonia Cylinders as per specification – 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 offers for Supply, Calibration, Installation, Commissioning and Testing of Weighing System for Ammonia Cylinders 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

Weighing System for Ammonia Cylinders - 2 Nos

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. PAYMENT TERMS

4.1 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.

<u>Note:</u> 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, in case of advance payment shall be submitted within 10 days from the date of LOI/PO.

- **4.2** 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.
- 4.3 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.

5. GUARANTEE

- **5.2** 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.
- **5.3** 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.

6. DELIVERY

Delivery is expected within **4-6 weeks** from the date of LOI/PO. However, earliest possible delivery period shall be mentioned clearly from the date of drawing approval. Vendor has to submit GA drawing of the tonner weighing system for BL's approval within 7 days from the date of LOI/PO. BL will revert on approval with correction, if any within one week 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

7. LD Clause:

The tonner weighing systems shall be delivered to us 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 on delayed items.

8. 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.

9. 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.

10. 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.

11. INSPECTION & TESTING

If required, Inspection and testing of the tonner weighing systems shall be conducted at the vendor's premises before delivery, in presence of BL representative.

Refer clause no. 6, 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 tendered item.

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

12. 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.

13. SALES TAX / EXCISE 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 excise/tax paid invoice so that equivalent amount may be availed as Cenvat / VAT credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of excise paid invoice for availing Cenvat to the Company at the time of delivery of the consignment. Form

pertaining to applicability of concessional rate of Sales Tax shall be issued to the vendor by BL, as necessary.

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.

14. 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.

15. 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 <u>www.balmerlawrie.com</u>. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

16. SUBMISSION OF TENDER DOCUMENT

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 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.**

Tender document shall comprise the following:

- Copy of this tender document No. *BL/LC/MAN/CAP/LT/201718/0022* 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. GA drawing for the tonners weighing system to be submitted for our reference along with the offer.
- 4. Duly filled commercial terms as sought in Annexure- 2
- 5. Duly filled price bid form as sought in Annexure-3
- 6. Duly filled vendor details as sought in Annexure-4
- 7. GST registration details- Annexure- 5
- 8. Deviation sheet as per format [nil statement to be attached even if there are no deviations].

The sealed envelope containing all the above documents super scribing "Offer for – "Weighing System for Ammonia Cylinders", Ref: Tender No *BL/LC/MAN/CAP/LT/201718/0022 Due on 20.06.2017* 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.



17. EVALUATIONS OF BIDS

The price bids submitted by the tenderer in the price bid form enclosed as **Annexure3**, shall be used for grading the bidders. Evaluation of the price bids of **technically qualified bidders** will be done and overall lowest landed rate (net of cenvat/vat as applicable) shall be taken as L1 price and next lowest as L2 price and so on.**Order will be awarded to L1 bidder**.

Price bids of those tenderers who do not technically qualify for the tender, will not be considered for price evaluation and finalization

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, the facilities of the manufacturer and their clients will be visited by BL for verification.

18. 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 20.06.2017).

19. 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.

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

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 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.

20. AWARD OF CONTRACT



The order will be awarded to the overall lowest quoted tenderer based on the rate provided in **Annexure-3**

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) – Price bid form Annexure- 4 (1 page) – Vendor Details Annexure- 5 (1 page) - GST registration details Deviation Sheet Format- (1 page) Indicative drawing of Ammonia Cylinder- (1 page)

Annexure - 1 (Page 1 of 2)

<u>Vendor is requested to confirm all the data provided below:</u> <u>Technical:</u>

WEIGHING SYSTEM FOR AMMONIA CYLINDERS- 2 Nos

SL DESCRIPTION	BL REQUIREMENT/ SPECIFICATION	VENDOR'S OFFER
1 Quantity	2 Nos	
TONNER SIZE	960 mm OD X 2115 mm LONG (
	Drawing enclosed)	
Platform Size	2 m X 1 m	
MOC	IS-2062	
Gross Weight	2000 KG	
Accuracy	400 gm	
Resolution/Least count	200 gm	
2 Weight Indicator		
Model	Panel Mounted	
Display	20 mm with LED display	
Power Supply	230 V	
Output	RS 48 <mark>5</mark>	
Housing	Weatherproof with 1967 Protection	
Suitable Mounting	Wall Mountable	
Qty	2 Nos	
3 Junction Box	Flameproof	
Model	vendo <mark>r</mark> to specify	
мос	Cast iron with epoxy painting/ Powder coating	
Qty	2 Nos	
4 Load Cell Specifications		
MOC	Stainless Steel (SS 304)	
Туре	Shear Beam- Single end	
Environmental Protection	IP 68 Protection	
Capacity	2000 Kg	
Load cell quantity	8 Nos.	
Load Cell Cable	LAPP Cable 75 mtr. (JB to Indicator)	
Top & Bottom Platform	I Beam Type Platform	
5 Platform MOC	MS paint two coat of epoxy paint/ Powder coating	
6 Tronians (Rollers)	8 Nos.	

<u>Annexure - 1</u> (Page 2 of 2)

	VENDOR'S SCOPE OF SUPPLY		
1	Weight Indicator (Panel Mount)	Qty: 2 Nos	
2	Junction Box (Flameproof)	Qty: 2 Nos	
3	Load Cells- SS 304	Qty: 8 Nos.	
4	Top & Bottom Platform (MS)	Qty: 2 Set	
5	Load cell interconnection cable between Load cell JB & Indicator	Qty: 150 Mtrs.	

- 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. Indicative drawing of tonner size enclosed for reference.
- 3. GA drawing of the weighing systems to be submitted along with the offer. GA drawing to be approved by BL.
- 4. Any bought out item to be mentioned separately and necessary certificate/drawing of the same to be submitted along with the offer.
- 5. Kindly contact Mr. K Dass, 044-25946594/ 09444041675, Mr. K Manivarman, 044-25946576/09445229921 or Mr. P James- 044-25946572/09840827616,

E-mail: <u>dass.k@balmerlawrie.com/ manivarman.k@balmerlawrie.com</u> <u>james.p@balmerlawrie.com / raju.s@balmerlawrie.com</u> for all technical related queries.

<u>Annexure - 2</u>

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

<u>Commercial:</u>				
SL No.	ITEM DESCRIPTION	BL REQUIREMENT	VENDOR'S OFFER	
1	Validity	60 days from 20.06.2017		
2	Delivery	Delivery is expected within 4-6 weeks from the date of LOI/PO or earlier. Vendor has to submit GA drawing of the equipment for BL's approval within 7 days from the date of LOI/PO. BL will revert on approval with correction, within one week from receipt of GA 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 Specified by Vendor		
6	Taxes & Duties			
а	Excise Duty (Chapter ID & Tariff no to be mentioned, if excise is applicable)	To be Specified by Vendor		
b	Sales Tax	To be Specified by Vendor		
С	Octroi Duty, If any	To be Specified by Vendor		
7	Transit Insurance	To be arranged by Vendor		
8	Transportation	To be arranged by Vendor		
9	Unloading	By BL		
10	Installation & Commissioning	By BL		
11	Supervision of Installation, Commissioning and Testing	Vendor's Scope; Charges if any towards the same shall be included in basic price itself. NO ADDITIONAL CHARGES ARE PAYABLE FOR THE SAME		

Annexure - 3

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PRICE BID FORM FOR SUPPLY CALIBRATION INSTALLATION COMMISSIONING & TESTING OF WEIGHING SYSTEMS FOR AMMONIA CYLINDERS - 2 NOS AT SBU LC MANALI

SL NO.	DESCRIPTION	UNIT	QTY	RATE/UNIT IN Rs.	AMOUNT IN Rs.
1	WEIGHING SYSTEMS FOR AMMONIA CYLINDERS AS PER SPECIFICATION	Nos	2		
Α	TOTAL BASIC				
В	P&F, IF ANY				
С	TOTAL (A+B)				
D	EXCISE DUTY ON C@	%			
Е	VAT/CST** ON (C+D)@	%			
F	FRE <mark>I</mark> GHT	LUMPSUM			
G	INSUR <mark>A</mark> NCE	LUMPSUM			
н	TOTAL [FOR MANALI] (C+D+E+F+G)	73			
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Note:

Installation &Commissioning of the tonners system is in BL's Scope. However, the vendor shall be available during installation, commissioning and testing of the weighing system. If required, the vendor has to re-calibrate the system after installation at the site.

Charges if any for supervision of installation, commissioning and testing to be included in the basic price itself as above. No additional charges is payable separately for the same.

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

Changes in statutory levies like excise duty, sales tax or octroi charges, service tax as applicable on the product shall be reimbursed at actuals based on documentary proof. Taxes and duties as applicable shall be clearly mentioned. **Form-C will be issued by BL as required.

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

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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	
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?	A
13.	Contact Person	П
14.	Inco terms	
15.	Taxes applicable	
16.	CST NO (if applicable)*	
17.	TIN NO (if applicable)*	
18.	Service Tax/ Reg No (if applicable)	
19.	PAN No*	
20.	Excise Registration No*	
21.	Excise range	
22.	Excise Division	
23.	Excise Commissionerate	

* - relevant registration/certificate copies shall be submitted.

<u>Annexure - 5</u> (Page 1 of 1)

GST Registration Details

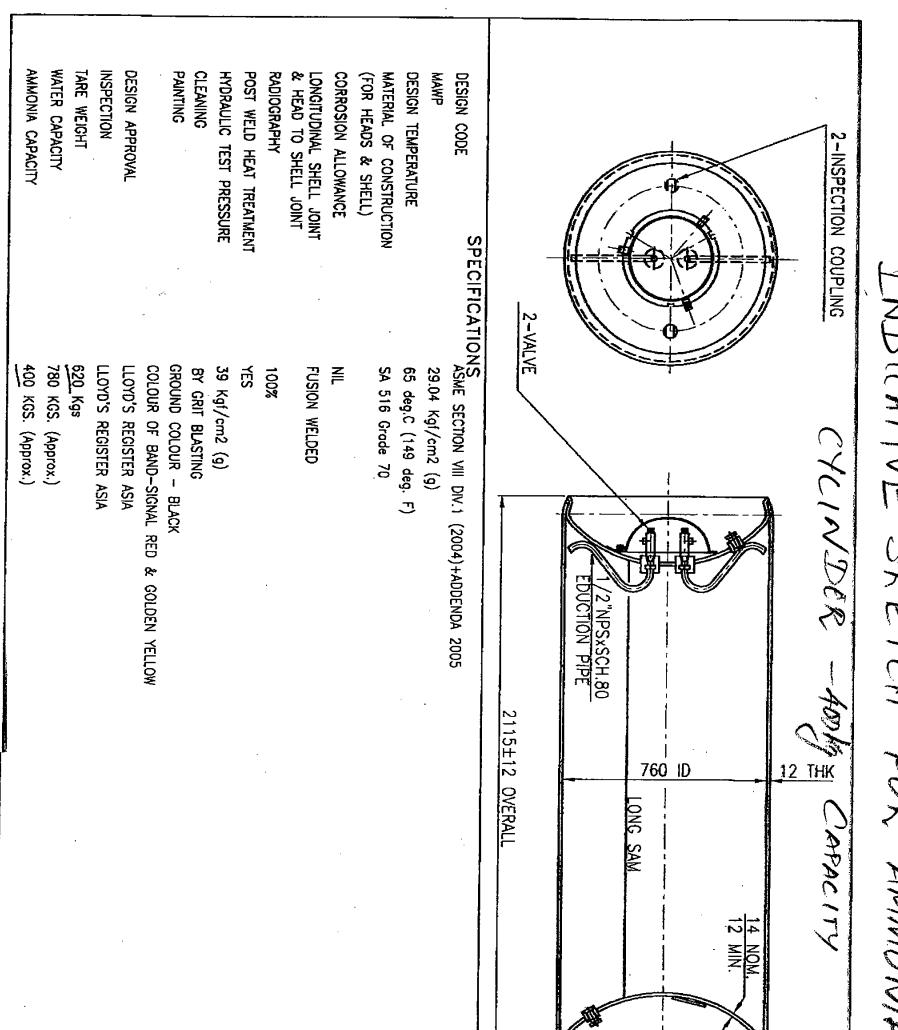
(Vendor shall fill in all the fields.)

Sr No.	DESCRIPTION	VENDOR DETAILS
1	Vendor name	
2	Address	
3	State	
4	GSTIN Registration number	
5	Proof of GSTIN Registration number per state (From GSTN website)	
6	Vendor's GSP name (GST Suvidha Provider's)	
7	Confirmation on IT systems readiness with BALMER LAWRIE interface for GST compliance	



DEVIATION SHEET

Cl No. of Tender	Tender Requirements	Deviation
	त्राण्त	
	- 1 SO	
	П.	



INDUATIVE SKETCH FOR AMMONIA

