

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

#### Tender Ref: BL/LC/MAN/CP3AFM/LT/201920/0022 Dated: 25.04.2019

Due date: 09.05.2019

Sub: Inviting "e" bidding for Supply, Installation, Commissioning and Testing of Automatic Liquid Filling Machine 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 (two bid system) for Supply, installation, commissioning and testing of Automatic Liquid Filling Machine 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 - 1 No.

#### 3. TECHNICAL SCOPE AND SPECIFIC CONDITIONS

Automatic Liquid Filling Machine (liquid to be filled in barrels) of Capacity min 4500 kg/hr to max 5000 kg/hr- 1 No

#### Refer Annexure – 1 (5 pages) for details

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

#### 4. PREQUALIFICATION CRITERIA FOR PARTIES SUBMITTING OFFERS:

Firms submitting offers shall be well experienced in Engineering & Design. Moreover, they should be capable of executing the entire scope as detailed earlier.

Also the firms submitting offer should meet the following pre-qualification criteria

- **4.1** Vendor shall have not less than five years of experience in supply of such automatic filling machines. List of automatic filling machines supplied year wise with capacity details, customer name & customer contact details from Apr '14 to be submitted.
- **4.2** Vendor should have supplied minimum 3 nos of automatic liquid filling machines of capacity 3000 kg/hr or higher in last 5 years. Copies of POs for such supplies from Apr '14 to be submitted

**4.3** Should have an Annual turnover of Rs. 1 Crore and above during any one of the last three Financial years (15-16 or 16-17 or 17-18). Copy of Audited annual reports/ Profit & Loss Statements duly certified by chartered accountant has to be enclosed as proof.

Pre-qualification of the bidder shall not imply final acceptance of the tender. The bids may be rejected at any stage during the techno commercial; evaluation or during the price evaluation. The decision in regard to acceptance and / or rejection of any / all offers in part/full shall be at the sole discretion of BL, and decision in this regard shall be binding on the bidder.

The vendor shall submit the relevant copies of the documents pertaining to each of the above qualification criteria and the all the copies have to be self-attested.

#### 5. EARNEST MONEY DEPOSIT

The bidder shall furnish an **EMD** for a sum of **Rs. 10,000** /- (Rupees Ten Thousand only) along with the bid by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format enclosed as last page of the tender) Or through on-line Bank Transfer through NEFT/RTGS/IMPS mode in favour of Balmer Lawrie & Co Ltd payable at Chennai.

DD should be valid for the period of at least 75 days from the due date of tender. The bank guarantee (BG) shall remain in force for at least 90 days from the due date of tender and shall be extendable on request made by BL prior to expiry of the BG.

#### a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the order placed on them. EMD will carry no interest.
- c. If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, successful Bidder fails to deliver the material as per the terms & condition of the Purchase Order or violates the tender conditions, his Earnest Money Deposit shall be forfeited.
- d. For the unsuccessful bidders, the EMD will be refunded only after the Purchase order has been released on the successful bidder.
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- f. Provisions for Micro, Small and Medium Enterprises (MSME) for exemption of EMD:

(i) Qualification Criteria: 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 06.04.2018 for qualifying to be considered as MSME vendor under this tender.

(ii) Hence, copy of UAN certificate only (applicable for the tendered product / service) should be enclosed for claiming exemption from EMD.

#### 6. PRICE

6.1 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)

#### A. Price Bid for <u>Supply of AUTOMATIC LIQUID FILLING MACHINE - 1No AS</u> <u>PER SPECIFICATIONS</u>

Item	Particulars			Formula (if any)
1	Unit Of Measurement		No	S
2	Basic Price per unit		А	
3	FREIGHT (Including Insura unit	ance) per	В	
4	TOTAL BASIC PRICE ( freight & Insurance)	Including	C=	SUM (A+B)
5a	CGST (Enter applicable Rat	e in %)	D1	=C* (Applicable CGST Rate in %)
5b	SGST (Enter applicable Rate	e in %)	D2	=C* (Applicable SGST Rate in %)
	OR			
6	IGST (Enter applicable Rate	in %)	D3	=C* (Applicable IGST Rate in %)
7	Total Cost		E=	SUM(C+(D1+D2) or D3)
8	Less: CGST		E=	D1
9	Less: SGST		-Ġ=	D2
10	Less: IGST	AL 7.	Ψ <b>H</b> =	D3
11	Landed Cost		l= (	E- (F+G) or H)
12	Unloading	17 -	By	BL
13	HSN Code of the tendered i	tem (	То	be provided by Vendor

The basic price should include loading charges at supply premises, packing and forwarding, freight and transit insurance. Price quoted should be on FOR Manali basis in <u>Rs. per no.</u>

#### B. Price Bid for INSTALLATION, COMMISSIONING AND TESTING OF AUTOMATIC LIQUID FILLING MACHINE - 1 No

Item	Particulars	Formula (if any)
1	Charges for installation and commissiioning	К
2a	CGST (Enter applicable Rate in %)	D1=K* (Applicable CGST Rate in %)
2b	SGST (Enter applicable Rate in %)	D2=K* (Applicable SGST Rate in %)
	OR	
3	IGST (Enter applicable Rate in %)	D3=K* (Applicable IGST Rate in %)
4	Total Cost	E= SUM(K+(D1+D2) or D3)
5	Less: CGST	F= D1
6	Less: SGST	G= D2
7	Less: IGST	H= D3
8	Landed Cost	I= (E- (F+G) or H)

#### Note:

Related Civil/Mechanical work, if any, for erection of the equipment/machinery will be carried out by BL. However, installation, commissioning, testing and demo of the filling machine is in Vendor's scope. Calibration/re-calibration, if any, shall be carried out at site after installation and commissioning. Charges for installation and commissioning (including calibration/re-calibration, if any) are to be given in the price bid as above. Any other extra others are not payable by BL

Vendor has to provide the applicable GST rate in % in the relevant fields as above during price bidding. <u>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.</u>

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.

### 6.2 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

The vendor has to quote their price as per the above format in e-portal.

#### 7. SECURITY DEPOSIT (SD)



Successful tenderer shall be required to submit within 10 days of issue of LOI / PO, SD equivalent to 5% of the total order value rounded off to the nearest thousand rupees by a/c payee pay order / demand draft / irrevocable BG as per our format with a validity of further 3 months from expiry of the contract. The BG format will be issued to successful bidder. No interest will be payable on the SD held with us.

If SD is not received within 10 days from date of LOI/PO, the amount will be deducted from the vendor's bills.

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded to successful bidder, **only on successful delivery & commissioning of the Filling System.** 

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

#### Security deposit is liable to forfeiture in the event of:

- a. Not supplying the after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the product as per the terms & condition of the Purchase Order.
- c. Successful Bidder violates the tender conditions.
- d. If the performance of the bidder is found to be unsatisfactory
- e. Any unilateral revision made by the successful bidder during the validity period of the contract.

#### 8. PAYMENT TERMS

#### 8.1 Our payment terms for supply would be

-15% of basic as advance against submission of Advance Bank Guarantee valid for 6 months or valid for the delivery period whichever is later

-60% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance;

-15% of basic against erection and commissioning or within 30 days from the receipt of material, whichever is earlier.

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

#### 8.2 For Installation, Commissioning, Testing and Demo:

100% upon satisfactory commissioning, with 30 days credit from the submission of the bill. However bill must be submitted along with the copy of relevant proof of statutory payments, if any as required.

<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, shall be submitted within 10 days from the date of LOI/PO. Also, <u>Advance against ABG is payable only on receipt of SD.</u>

- **8.3** 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.
- 8.4 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.

#### 9. GUARANTEE

- **9.1** The party shall stand guarantee for material, workmanship and performance for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier.
- **9.2** During the above period, the party shall attend/repair/rectify /replace any defects whatsoever in material, workmanship and performance.

#### **10. DELIVERY & COMMISSIONING:**

10.1 Delivery is expected **within 6-8 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 equipment 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 (if any) & 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.

**10.2** Installation and commissioning to be completed within 30 days from the date of site clearance

11. LD Clause:

The equipment shall be delivered and commissioned to us as per committed delivery schedule without fail. Any delay in delivery/commissioning 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.

#### 12. GENERAL TERMS AND CONDITIONS FORMING PART OF CONTRACT AND WORK ORDERS AWARDED FOR UNDERTAKING INSTALLATION & COMMISSIONING WORK FOR AUTOMATIC LIQUID FILLING MACHINE

- a) The successful tenderer shall be liable for due observance and implementation of statutory obligations. Before commencement of the work, you should take insurance coverage for your workmen for liabilities under Workmen Compensation Act. The proof of such coverage i.e. policy towards liabilities under Workmen Compensation Act should be shown to the Unit personnel Department before commencement of any work inside the factory premises.
- b) The successful tenderer shall keep the company indemnified from and against all claims, actions, demands, proceedings and liabilities whatsoever, including but not limited to Contract Labour Abolition and Regulation Act, 1970, the Workmen Compensation Act and the Industrial disputes Act and other applicable enactments.
- c) The successful tenderer must comply with all the provisions of EPF act and ESI act and the Rules there under.

### Tender Ref: BL/LC/MAN/CP3AFM/LT/201920/0022 dt.25.04.2019 d) The successful tenderer shall maintain Register of workmen employed by you, muster, roll, wage register etc. and must comply with all the provisions of Contract Labour (Regulation & Abolition) Act, 1970. e) The successful tenderer should also obtain a license under provisions of Contract and Labour (Regulation and Abolition) Act 1970, if the same is applicable to you. f) The successful tenderer shall efficiently execute/ handle the work entrusted with you in accordance with the directions and specific instructions of the company and the work so entrusted shall not be regarded as having been correctly executed and efficiently handled until it is approved by the company g) In case the job entrusted / assigned to the successful tenderer is not satisfactorily executed or not in accordance with the specifications given by the company the tenderer shall be liable to compensate the same. h) In the event of strike / natural calamity due to which work has to be suspended, the Payment for such cases will not be made. i) In case of non-compliance of any of the above mentioned provisions, the company reserves the right: to make such statutory payments that may be required in respect of your employees and then deduct the same from the bills submitted by the successful tenderer, Or to withhold the payment on the bills submitted by the tenderer till such time the successful tenderer comply with the statutory requirements.

- j) The successful tenderers employees should follow the rules and regulations of the company and observe the timings stipulated by the company.
- k) The successful tenderer shall not engage persons below 18 years of age for any work forming part of the contract.
- It shall be the successful tenderers responsibility to ensure that workers engaged by you use proper safety equipments while at work within the premises of the company.
- m) No Hot Work shall be carried out without obtaining the necessary Hot Work Permit, whenever required.
- n) The supplier will be liable to compensate for the damages to the company property, done by the personnel engaged by them.
- o) The supplier will be required to comply with the company's safety procedure & practices and any non-compliance will be considered as serious violation.

#### **13. 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

#### **14. 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.

#### **15. 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.

#### **16. DESPATCH & TESTING**

If required, inspection of the material shall be conducted at the vendor's premises before delivery, in presence of BL representative. Performance test shall also be conducted at vendor's premises before dispatch in presence of BL representative.

#### Refer clause no. 10, Delivery.

along with soft copies of drawings.

Vendor has to provide 2 copies of operating and maintenance manual, with relevant documents, drawing, material test certificates, etc, if any related to the equipment

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

#### **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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.

#### 21. 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 bids online. No offline price bids will 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.

#### 22. 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 <u>https://balmerlawrie.eproc.in</u>. Vendors need to get themselves registered online as above to participate in tender

	ESK NOS ARE OPEN BETWEEN 1000 (MONDAY TO FRIDAY (Exclusions: Balmer La	awrie HOLIDAYS))	
Please email y	our issues before your call helpdesk. This	will help us serving you	i better.
	Balmer Lawrie & Co Ltd. , 21, Netaji S	ubash Road,	
	Kolkata - 700 001		
	Dedicated email : blsupport[at]c1ind		
	Dedicated Helpdesk for Balmer I	awrie	
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open
			from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
(Chennai)			
4. Ms. Ujwala Shimpi	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
(Mumbai)			
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
	Escalation Level 1	•	
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

#### 23. 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.

#### 24. 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> 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.

#### 25. 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.

#### 26. SUBMISSION OF 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 tender documents and furnished along with techno-commercial bid. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. The deviations, if mentioned, are subject to approval by BL.

Bulky supporting documents which are difficult to upload online can be submitted offline before due date.

Offline Techno-commercial bid shall comprise the following:

- Copy of this tender document No. BL/LC/MAN/CP3AFM/LT/201920/0022 duly signed & stamped on all pages by the authorized signatory as a token of acceptance of tender terms & conditions:
- 2. EMD for Rs.10,000/- as Pay Order / DD / Irrevocable BG or through Online Transfer or NSIC/SSI/MSME certificate with UAN as applicable for exemption
- 3. Duly filled specifications as sought in Annexure-1
- 4. GA drawing of the equipment
- 5. Duly filled commercial terms as sought in Annexure- 2
- 6. Duly filled vendor details as sought in **Annexure- 3**
- 7. Deviation sheet as per format [nil statement to be attached even if there are no deviations].
- 8. Details on Authorised Service Dealers Or Details on after sales service shall be provided
- The sealed envelope containing all the above documents super scribing "Unpriced offer for – "Automatic Liquid Filling Machine", Ref: Tender No BL/LC/MAN/CP3AFM/201920/0022 Due on 09.05.2019 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 - 25946563 Fax : 044 - 25941156 email:a.arun@balmerlawrie.com valarmathi.m@balmerlawrie.com

#### 27. SUBMISSION OF PRICE BID (ON-LINE ONLY)

27.1 Vendors to submit their price online only, as per the indicative format as per clause 6 as sought in our e-procurement portal.

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

#### **28. 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.

Price evaluation of technically qualified bids alone will be considered as above and lowest landed rate including all items (net, of GST, as applicable) including commissioning shall be taken as L1 price and next lowest as L2 price and so on.

#### 100% order will be awarded to overall 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.

#### **29. VALIDITY OF OFFER**

Your offer should be valid for our acceptance up to **75 days** from the due date of this tender (i.e. From 09.05.2019).

#### 30. 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.

#### **31. 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.

#### 32. AWARD OF CONTRACT

The order will be awarded to the overall 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 ( 5 pages) - Technical Requirements Annexure- 2 ( 2 pages) - Commercial Requirements Annexure- 3 (1 page) - Vendor Details Deviation Sheet Format- (1 page) BG Format for EMD

<u>Annexure – 1 (Page 1 of 5)</u>

#### <u>Vendor is requested to confirm all the data:</u> <u>Technical Questionnaire</u> AUTOMATIC LIQUID FILLING MACHINE - 1 No.

lo.	DESCRIPTION	BL REQUIREMENT/ SPECIFICATION	VENDOR'S OFFER
L	Quantity	1 No	
	Capacity( Filling quantity)	Min 4500 Kg/hr to max 5000 kg/hr	
	_		
	Service condition( Product		
	to be Handled)		
	Material to be filled	Fat Liquor ( Liquid)	
	Specify Gravity	Minum 1 and Maximum 1.1	
	Viscosity	75 CPS to 15000 CPS	
	Temperature range	50 to 65° C	
	Other Characteristics		
i	Foaming	Non-Foaming	
i	Тохіс	Non-Toxic	
ii	Hazardous	Non- <mark>Hazardous</mark>	
/	Corrosive	Non-Corrosive	
╈		N N GI	
	Suitable wetted parts	SS 316	
_	Suitable Non wetted parts	SS304	
_	Suitable Sealing	PTFE	
	Air/Nitrogen Pressure		
	Available (Kg/Cm2) ( Inlet	Min -3 Maximum 6 Kg/cm2	
	to filling Machine)		
	Product inlet line size	1½"	
	Material feed rate	Min 4500 kg/hr to max 5000	
,	available	kg/hr	
	Filling Drum MOC	HDPE	
$\perp$			
	Size of Drums / Carbouys		
	<u>in which the liquid</u> product to be filled	60 kg/ 120 kg/125 kg/ 220kg	
	60 kg carbouy Height	500 mm	
	120 kg narrow mouth		
	carbouy Height	800 mm	
	125 kg wide mouth	810 mm	
	carbouy Height		
	220 kg narrow mouth carbouy Height	900 mm	
	Bung Opening	50 mm	
+			

<u>Annexure - 1</u> (Page 2 of 5)

S.No.	DESCRIPTION	BL REQUIREMENT/ SPECIFICATION	VENDOR'S OFFER
12	Electronics Filling Controller		
а	Model	Please specify	
b	Nos. and Type of Display	<ul> <li>1 No. 6 digit, 7 segment Bright Red LED to display weight;</li> <li>1 No. 2 Line x 16 characters, Backlit Dot Matrix LCD display to display various messages during setting / filling mode Or Vendor to specify</li> </ul>	
С	Electronics I/O unit	I/P- 8 Nos (signal level 12 to 24 V DC); O/P- 8 Nos. (28 V DC/ 3A or 230 V AC/1.5A at resistive load)	
13	Push-Button Station		
а	Push-Button Station with ON/OFF Selector switch / Automatic	9 (Coarse, Fine, Up/Down, Start, Stop, Acknowledge, Emergency stop, Auto/Manyal)	
b	Remote Push Button Station	Start, Stop, Emergency stop	
14	Weighing Platform with Idler Roller Conveyor on Top		
а	Size	610 mm x 610 mm (appx)	
b	Capacity	300 kg (min)	
С	Load cell	Single ended shear beam type SS304 Load Cell	
d	Resolution / Least Count	50 gm /100 gm Accuracy +/ 0.05%	
е	Platform with Top cover MOC	SS304 frame with SS 304 top cover	
f	Idler Roller Conveyor MOC	SS304 frame with SS304 plated rollers	

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S.No.	DESCRIPTION	BL REQUIREMENT/ SPECIFICATION	VENDOR'S OFFER
15	Filling Nozzle with Nozzle Open/close cylinder		
а	ID/OD of Filling Nozzle	32mm/38mm (Considering 50mm clear bung opening)	
b	Wetted Part MOC	SS 316	
С	Seats & Seals of Filling Nozzle	Teflon	
16	Control valve & Filling Nozzle Mounting stand with Nozzle up / down assembly & Rack & Pinion Arrangement		
а	МОС	SS304	
b	Nozzle up / down movement	pneumatic arrangement	
С	Height adjustment	Through Rack & Pinion Arrangement	
17	2 Way / 3 Position Pneumatically Actuated Ball Valve		
а	Туре	Full Bore	
b	Size	1%"	
С	Wetted part MOC	SS 316	
d	Positions	Full open, Partial Open and close	
е	Solenoid Valve	24 V DC Weather proof coil	
f	Position adjust	Field adjustable through micro switch	
18	Pneumatic accessories		
а	Filter/Regulator unit with dial gauge	Make: FESTO/SMC/Equivalent	
b	Pneumatic fittings & PU tube	Make: FESTO/SMC/Equivalent	
С	Regulators	Make: FESTO/SMC/Equivalent	
19	Pneumatic cylinders		
а	Solenoid valves	Make: FESTO/SMC/Equivalent	

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S.No.	DESCRIPTION	BL REQUIREMENT/ SPECIFICATION	VENDOR'S OFFER
20 <u>F</u>	lexible Hose		
a V	Vetted Part MOC	SS Braided hose of size 1 ½"	
b E	nd connection	Flanged ends. As per ANSI B16.5 ASA 150 lbs	
21 B	Itilities Available With L for Commissioning f the Weighing ystem		
a <b>P</b>	ower	230V AC $\pm$ 10%, 50 Hz $\pm$ 3%	
b A	ir pressure	Dry Compressed air line at minimum 5 KG/cm2	
с <b>F</b>	loor Space Required	Vendor to specify	
<u> </u>	NFEED ROLLER ONVEYOR		
	IZE	1000 mm x 610 mm (appx)	
b <u>N</u>	<u>10C</u>	SS 304 frame with SS 304 plated rollers.	
73	UTFEED Motorized oller Conveyor	л-	
a <u>S</u>	ize & Orientation	3000 x 6 <mark>1</mark> 0mm_ <del>_stra</del> ight (L x W) appx	
b R	oller Conveyor MOC	SS304 frame with SS 304 plated rollers and both with guide rail of MOC SS 304	
C	lotor On / Off Switch anel	Flame proof	
d N	lotor Details	FLAME PROOF ; CAPACITY- 1- HP (Appx), 415V AC, 3 PHASE, 50 HERTZ, EFFICIENCY- IE2/IE3, INSULATION- CLASS- F	
е 🛚	lotor Make	CGL/BBL/KIRLOSKAR/Equivalent	
	EAR BOX		
	ΑΤΙΟ, CAPACITY	Vendor to specify	
	ONVEYOR SPEED	Vendor to specify	
iii N	1AKE	ELECON / SHANTI/ Equivalent	

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

### VENDOR'S SCOPE OF SUPPLY (list is not limited but to fulfill the complete requirement of the system)

S.No.	DESCRIPTION	QUANTITY
1	Indicator	1 No
2	Remote Push Button Station	1 No
3	Weighing Platform with Rollers on Top	1 Set
4	2 Way/3 Position pneumatic actuator with ball value and SOV	1 Set
5	Filling Nozzle with Nozzle open Close Cylinder	1 No
6	Flexible Hose	1 No
7	Filter & Regulator unit with dial gauge	1 Set
8	Pneumatic accessories (fittings, tube, pneumatic cylinders & SOV's)	1 Set
9	Pneumatic Box	1 No
	Control valve & filling nozzle mounting stand with nozzle up/down	
10	and rack and pinion arrangement, support structure for indicator	1 Set
11	In Feed Roller Conveyor	1 Set
12	Out Feed Roller Conveyor	1 set



<u>NOTE:</u>

- 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 equipment to be approved by the BL.
- 3. All electrical wiring/other related electrical accessories required for installation and commissioning of the automatic filling system is in Vendor's scope.
- 4. Any bought out item to be mentioned separately and necessary certificate/drawing of the same to be submitted along with the offer.
- 5. Suppliers are requested to submit their offers preferably, after inspecting the site conditions
- 6. Kindly contact Mr. K Dass, 044-25946594/ 09444041675, Mr. K Balakumar, 044-25946576/6380408664 or Mr. P James- 044-25946572/09840827616,

*E-mail: dass.k@balmerlawrie.com/ balakumar.k@balmerlawrie.com james.p@balmerlawrie.com / valarmathi.m@balmerlawrie.com* for all technical related queries.

#### <u>Annexure –2</u> (Page 1 of 2)

<u>Vendor is requested to confirm all the data provided in the table below:</u> <u>Commercial:</u>

<b>CI</b>			
SL No.	ITEM DESCRIPTION	<b>BL REQUIREMENT</b>	VENDORS OFFER
1	Validity	75 days from <b>09.05.2019</b>	
2	Delivery	Delivery is expected within <b>6-8 weeks</b> from the date of LOI/PO or earlier. However, earliest possible delivery period shall be mentioned clearly from the date of drawing approval. 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, if any within one week from receipt of drawing.	
3	Guarantee Period	18 months from the date of supply or 12 months from date of commissioning, whichever is earlier.	
5	Payment Terms	15% of basic advance against submission of Advance Bank Guarantee valid for 6 months or valid for the delivery period whichever is later; 60% of basic with full duties and taxes: with 30 days credit from date of receipt and acceptance; 15% of basic against commissioning or within 30 days from the receipt of material whichever is earlier; Balance 10% of basic against PBG valid for one year extended further by 3 months Or after one year of retention period.	
6	Packing and Forwarding	To be included in the basic price	
7	Taxes & Duties		
а	GST (8 Digit HSN code of the tendered item)	To be Specified by Vendor	
b	GST rate %	To be Specified by Vendor	
8	Transit Insurance	To be arranged by vendor	
9	Transportation	To be arranged by vendor	
10	Unloading at BL site	By BL	

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			a data i	in the tel	la halau	(Pa	age 1 of 1)
1.	<i>lendor is requested to provid</i> Supplier Name	<u>e all th</u>	e data li	n the tai	DIE DEION	v, as ap	<u>piicadie:</u>
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*			tic / servic (specify it)		/ MSME*	/ SSI* / trader /
12.	If MSME registered, provide number	e UAN					
13.	If MSME registered, under category SC/ST?	Ø/	<i>ଝ୍ଟି</i> ଣ୍ଡ				
14.	Contact Person		l				
15.	PAN no*	- {[					
16.	State code (as per GST)						
17.	GSTIN Registration numbe	r*					
18.	Proof of GSTIN Registration number per state (From GS website)*						
19.	Vendor's GSP name (GST Suvidha Provider's)						
20.	Particulars of Bank Accour	nt *					
(a)	Name of the Bank						
(b)	Name of the Branch						
(c)	Type of Bank Account (Current/Saving/Cash Cred	it etc)					
(d)	Account No.						
(e)	IFSC No.						

\* - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted. Also cancelled/ copy of cheque for bank account verification need to be submitted by vendors who have not done any transactions with BL in last 2 years.

	DEVIATION SHEET					
Clause No. of the Tender	Tender Requirements	Deviation				

Proforma of the Guarantee (Bid Bond /Earnest Money Deposit)

Anivric & Co. Ltd.

acreas ..... (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the ..... (purpose) (hereinafter called "the Bid") against Tender reference No. ..... dated...... of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs........(Rupces....... (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

...(name and address of the Bidder) have approached us and at their request and in considerations of the premises we, .......(Name of the Bank) having our office at ..... (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, ........(name of the bank) of .......(address of the bank) having ou .....(address) (hereinafter called "the Purchaser") in the sum of Rs ...... (Rupees which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of ...., 1999.

THE CONDITIONS of this obligation are:

1.

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form;

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid a)

b)

fails or refuses to execute the Contract Form if required; or

fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto ......(date of expiry) including the .....days after the period of the bid validity, and any demand in respect thereof should reach the Bank not latter than the above date.

Not withstanding anything contained herein: i)

Our liability under the Bank Guarantee shall not exceed Rs. (Rupces....only.)

This Bank Guarantee shall be valid upto......

iii). Wc.

ii)

**D**<sub>2.</sub>

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you scrve upon us a written claim or demand on or before .......(last date of validity)

during its currency except with your previous consent in writing. . (name of the Bank) undertake not to revoke this guarantee

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated dav

Yours faithfully.

.....(Signature of Bank)