



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

*Food Processing, Packaging and Temperature Controlled Warehouse
Plot No. F-9/5, Additional MIDC Patalganga, District – Raigarh, Maharashtra*

Tender for Engaging Third Party Inspection

TENDER NO: BL/LI/TCW-MUM/INSPECTION/17-18/17

Date:- 10/06/2017 at 15.30 pm

Due Date & Time:- 23/06/2017 at 17.00

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Scope of Work	4
4	General Conditions of Contract	8
5	Declaration accepting terms & conditions by bidder	12
6	Particulars of the organization	13
7	Price Bid	14

NOTICE INVITING TENDER

Balmer Lawrie & Co Ltd invite ONLINE BIDS from experienced, competent and resourceful third party inspection agencies with sound technical capabilities for conducting inspection of equipment.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from www.balmerlawrie.com.

TENDER SCHEDULE

S. No	Description	Details
1	Name of Work	Third Part Inspection of Equipment supplied by the vendor
2	Tender No	BL/LI/CC/TCW-MUM/Inspection/17-18/ 17
3	Contract Period	Six Months
4	Validity Of Offer	120 days from the date of opening of the Technical bid.
5	Tender Fee	NA
6	EMD	Rs. 3000.00
7	Downloading / Submission of Tender :	
	a. Starts on	10.06.2017
	b. Closes on	23.062017 at 17.00 Hrs.

SPECIAL INSTRUCTION TO BIDDERS

1. LIST OF DOCUMENTS TO BE SUBMITTED

- I. The **signed and stamped** copies of following documents should be sent as part of the technical/commercial bid submission
 - i. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
 - ii. 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.
 - iii. Copy of Income Tax PAN Card.
 - iv. Service Tax Registration number.
 - v. Copies of experience certificate as per Prequalification criteria mentioned in clause no 6
- II. **Earnest Money Deposit** - EMD (Earnest Money Deposit) should be a Bank Draft of Rs 3000.00 (Rupees Three Thousand only) drawn in favour of M/s Balmer Lawrie & Co Ltd payable at Mumbai/Navi Mumbai.

Earnest Money deposit (EMD) is exempted for vendors registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/services.

2. VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OF BIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original 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 reference to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. If at any stage it transpires that any bidder has submitted false or forged documents, then the bidder may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, will not be considered for commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.

3. **SCOPE OF WORK**

The scope of work shall comprises of the followings,

- a. Inspection of Machineries/ Equipment as per the Tender Technical Specification finalized with the contractor/ supplier. The inspection shall be done as per the inspection plan finalized with the contractor/ supplier.
- b. Inspection may be done at Factory or at site as required and finalized inspection plan with the contractor / supplier.
- c. Broadly following inspection is to be carried out,
 - i. Inspection of Refrigeration Equipment, such as Compressors, Condensers, Air Cooling Units, Electrical Panels, HP and LP Receiver, Controls, Pumps and all other equipment supplied by refrigeration contractor.
 - ii. Inspection of Insulation Panels supplied by the insulation agency.
 - iii. Inspection of DG.
- d. The above inspection can happen anywhere in India.
- e. Submission of individual inspection report to the office of Balmer Lawrie within 2 days of inspection.

4. **CONTRACT PERIOD**

The contract period for the above work shall be 6 months from the date of issue of LO or work order.

5. **TENDER DOCUMENT AND COST OF BIDDING**

Tender Documents can be downloaded from our website **www.balmerlawrie.com**.

The bidder shall bear all costs associated with the preparation and delivery of bid including costs and expenses related to visits to site or any other locations, and the cost of any investigations, evaluations and consultations etc. BL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

6. **PRE-QUALIFICATION CRITERIA**

The prospective tenderers shall fulfil the following pre-qualification criteria:

- a. Payment of EMD of Rs. 3000/-

Note:- Payment of EMD is exempted for valid MSME and NSIC registered vendors.

- b. The tenderer should have successfully executed at least 5 project involving Inspection of Equipment such as Compressors, Motors mainly used for Refrigeration purposes during last 7 years ending 31st Mar'2017.

Copy of work orders, inspection report or satisfactory completion certificates from the owner or from their consultant should be enclosed as supporting documents.

- c. Tenderer should have valid PAN and Service tax registration and a copy of same is to be furnished.

7. **TENDER DOCUMENTS**

Tender Documents comprises Notice Inviting Tender, General & Special Condition of Contract. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any, from Rakesh R. Choudhary, Project Leader (Cold Chain) (Mobile no. 9866400155) or can send their queries on Choudhary.rr@balmerlawrie.com.

8. **VALIDITY OF OFFER**

Tendered shall keep their offer valid for acceptance for a period of 120 days from the date of opening of technical bid.

9. **PRICE VARIATION**

The price should be firm and irrevocable and not subject to any change till the validity of the contract period.

10. **LATE BIDS**

Bids received after the due date shall not be accepted under any circumstances, bidders are requested to send their bids considering the holidays. Office of Balmer Lawrie is closed on Saturday and Sunday and holidays as per the company policy.

11. **DEVIATIONS**

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations (in the form of Deviation Sheet) should be submitted along with the Bid.

BL reserves the right to reject any bid containing major deviation(s).

12. **LANGUAGE OF BIDS**

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

13. **BID SIGNING**

All signatures in bids shall be dated and shall bear a seal/stamp of the bidder. In addition, all pages of the bids before submission of the bid shall be initiated at lower right hand corner by the Bidder or by a person holding a Power of Attorney or a letter of authorization authorizing him to sign on behalf of the bidder.

14. **TENDER SUBMISSION**

The bidders would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their Tenders online.

For registration and online Tender submission bidder may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

Sl. No.	Name	e-mail ID	Contact No.
1.	Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
2.	Tirtha Das	tirtha.das@c1india.com	+91-9163254290
3.	Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-022-66865633
4.	Ujjal Mitra	ujjal.mitra@c1india.com	+91-89866 78058
5.	Rajesh Kumar	Rajesh.kumar@c1india.com	+91-96504 65143

The bidder shall authenticate the Bid with his Digital Certificate for submitting the Tender electronically on e-procurement platform and the Tenders 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 need to obtain Digital Certificate (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The bidder shall invariably furnish the original DD towards Tender fee and DD/BG towards EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Only at the time of inviting offers, there will be a paper ad. There will be no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

The bidder should complete all the processes and steps required for bid submission. The successful Tender submission can be ascertained once acknowledgement is given by the system through Tender submission number after completing all the process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete Tender submission by users. Bidders may also note that the incomplete Tenders will not be saved by the system and are not available for the Tender Inviting Authority for processing.

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of Tenders due to failure of internet or other connectivity problems or reasons thereof.

The hardcopies of the Bid Documents as explained above and also defined in clause no. 1 page n. 3 of NIT under sealed envelope superscribing with Tender name and Reference should reach the office on the below address on or before the due date of submission of tender. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 2nd floor at the below address

Rakesh R. Choudhary

Balmer Lawrie & Co. Ltd.
Container Freight Station,
Sector- 7, Plot No. 1,
Dronagiri Node,
Near Bhendkhal Village,
Navi Mumbai.
400707

15. **TAXES & DUTIES** – The rate shall be as per the price bid format.
16. **NON-CONFORMANCE**
Tenders not conforming to the above mentioned requirements are liable to be rejected.

For, Balmer Lawrie & Co. Ltd.

Rakesh R. Choudhary
(Project Leader – Cold Chain)

GENERAL CONDITIONS OF CONTRACT

1 **DEFINITIONS**

1.00 **GENERAL**

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings hereunder respectively assigned to them except where the context otherwise requires:

- 1.01 The "Owner / "Employer" shall mean M/s Balmer Lawrie & Co. Ltd., a company incorporated in India and having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001 and shall include its successors and assigns.
- 1.02 "Tenderers" or "Bidders" shall mean such parties who have been issued Tender Document by the Owner and those parties who have submitted these offers to the Owner in response to the Tender Document issued to them.
- 1.03 "Tender Document" shall mean the Tender Documents comprising Part I (Un-priced Bid) –Notice inviting tender, General Conditions of contract, Special Conditions of Contract and Part II (Priced Bid) - Price Schedule.
- 1.04 The "Contractor / Successful tenderer" shall mean the tenderer selected by the Owner for the performance of the work and shall include the successors and Owner permitted assigns of the Contractor.
- 1.05 The "Sub-contractor" shall mean any person or firm or company (other than the Contractor) to whom any part of work has been entrusted by the Contractor with the written consent of the Engineer-in-Charge, and the legal representatives, Successors and permitted assigns of such person, firm or company.
- 1.06 **The "Project" shall mean Inspection of Equipment supplied by the contractor or supplier for Temperature Control Warehouse at Plot No. F-9/5, Patalganga, District – Raigarh, Maharashtra.**
- 1.07 The "Engineer-in-Charge" shall mean the Engineer/Agency authorized by the Owner for the purpose of the Contract for overall supervision and co-ordination of site activity and certification of billing.

2.00 **DISCREPANCY IN TENDER DOCUMENT**

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the Tenderer shall bring it to the notice of the Owner / Engineer-in-Charge for necessary clarification / action. In the event such matters are referred to later the decision of the Owner / Engineer-in-Charge

directing the manner in which the work is to be carried out shall be final & conclusive and the contractor shall carry out work in accordance with this decision.

3.00 NON-TRANSFERABILITY OF TENDER DOCUMENTS

Tender documents shall remain the property of the Owner and if obtained by one intending tenderer, shall not be utilizable by another without the consent of the Owner.

4.00 TENDERERS RESPONSIBILITY TO COLLECT ALL REQUIRED DATA

The tenderer should study all tender documents, carefully, understand the condition before quoting. If there are any doubts about tender conditions he should obtain clarification from **Rakesh R Choudhary** (mob no. 9866400155), e-mail: Choudhary.rr@balmerlawrie.com). This shall not be the justification for late submission or time extension for due date of submission of tender. All tender documents shall govern the contract, shall form part of the contract and shall be binding during the execution till completion of work.

Under no circumstances, Tenders may be withdrawn or modified after its submission to the Owner. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

5.00 COMPLETE & COMPETITIVE OFFER

- (i) Tenderers are required to make the lowest offer for the work as per the scope of work. The estimated quantities given in the schedule of Quantities are approximate. As the work progresses, it is possible that there are variations & omission of items.
- (ii) The rates quoted should be inclusive of travelling, boarding and lodging cost. Under no circumstances any cost shall be given towards any cost for travelling to India.
- (iii) Incomplete / Conditional tender quotation or tenders those received late and / or not conforming to the terms and conditions in the tender document will be liable to get rejected.
- (iv) It is in the Tenderer's interest to adhere to the Owner's tender conditions, specifications and Tender Schedule. Should the tenderer however consider it unavoidable, deviations should be clearly spelt out with reference to tender conditions. Owner reserves the right to determine / evaluate financial implication of such deviations without any reference to the tenderer or at his discretion consider such tenders liable for disqualification.
- (v) After "Unpriced" bids are evaluated, tenderers whose bids are found acceptable may be invited for discussions for exchange of clarifications, required, if any. At that stage, depending on the merits of the case, opportunity may be given to amend the "Priced" bids already received along with the un-priced bids, but not opened until then. Such amendments or revisions would need to be submitted online only as per the given time frame. Tenders indicating counter proposals or deviations are liable to be rejected.

6.0 SECURITY DEPOSIT

On acceptance of the Bid, Contractor shall within fifteen (15) days, deposit with Owner an Initial Security Deposit of 2% of the Contract value and the same shall be in the form of Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.

If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the Work elsewhere at Contractor's risk and cost. The EMD of the bidder to whom Contract was awarded, shall be forfeited

No interest shall be payable against Security Deposit.

7.0 CO-ORDINATION AND INSPECTION

The co-ordination shall be the responsibility of the Engineer-in-Charge/ PMC. The written instructions regarding any particular inspection shall be shared in either in advance or shall be done within a short period notice.

For inspection of each equipment of Refrigeration, you shall engage the a well-qualified engineer having past experiences in doing the same.

The inspection may be carried out at the place of Manufacturing or at the place of delivery. The place of manufacturing will be anywhere in India. Details technical specification shall be shared by the owner before inspection.

Any non-compliance shall be immediately reported to the contractor/ supplier and shall be rectified which shall be verified before giving permission for dispatch.

8.0 REPORTS AND RECORDS

All the quality reports/ test reports shall be obtained from the contractors and shall be enclosed with the inspection report. The inspection will not be valid unless the report is accompanied with all the test / quality reports.

If any inspection report found to be false or fabricated, then the contract will be terminated and the security deposit or any pending bills or any payment lying for want of inspection shall be forfeited.

9.0 RIGHT OF OWNER TO TERMINATE THE CONTRACT

- i. If the inspection agency being an individual or a firm commits any 'Act of Insolvency' or shall be adjudged as insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court or shall be unable to carry out and fulfil the contract and to give security therefore, is so required by the Engineer-in-Charge.
- ii. Or shall assign or charge, encumber or sublet this contract without the consent in writing of the Engineer-in-Charge first obtained,
- iii. Or has abandoned the Contract,
- iv. Or has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract.

10.0 SUB-LETTING OF WORK

No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Inspection Agency directly or indirectly to any person, firm, or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent in writing, of the Owner.

11.0 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration 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

12.0 NOTICE OF CLAIM FOR ADDITIONAL PAYMENT

Should Contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of Work he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment and/or compensation. Such notice shall be given to the Engineer-in-Charge within ten (10) days from the ordering of any Work or happening of any event upon which Contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of Contractor to put forward any claim with necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Owner to reject any such claim and no delay in dealing therewith shall be waiver by Owner of any rights in respect thereof.

13.0 COMPLETION CERTIFICATE

When Inspection Agency fulfils his obligation under clauses he shall be eligible to apply for Completion Certificate.

14.0 PAYMENT TERMS

Payment Terms

- a. No advance shall be payable.
- b. 90% of the Invoice value shall be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.
- c. 10% of the Running Account bill shall be withheld as Retention Money and shall be released after completion of all the inspections mentioned in the schedule of works.

Payment shall be made after deduction of applicable taxes and will be released within 15 days of submission of certified invoice.

11.00 STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION

The entire inspection 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender NoBL/LI/TCW-MUM/INSPECTION/17-18/17 dt.10/06/2017and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. 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	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	

8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate enclosed	
13	VAT / CST Registration Number	
14	Whether copy of VAT / CST Registration certificate enclosed	
15	Name of the Banker	
16	Whether registration under MSMED Act	
17	In case registered under MSMED provide registration number and copy of registration certificate.	

PRICE BID FORMAT

Bidders are requested to do the bidding online only, while quoting their rates they can refer below the detail price bid and description of each items.

SCHEDULE OF QUANTITIES OF INSPECTION					
Item no.	Long Item Description	QTY	UNIT	RATE	AMOUNT
1	Inspection of Compressors	6	No		
2.	Inspection of Condensers	2	No		
3.	Inspection of HP Receivers (2 Nos)	1	Set		
4.	Inspection of LP Receivers (2 Nos)	1	Set		
5.	Inspection of Air Cooling Units (13 Nos)	1	Set		
6.	Inspection of Electrical Panels supplied by Refrigeration Vendor	1	L/s		
7.	Inspection of Fire Pumps, Diesel Engine Pumps	1	L/s		
A	Inspection of PIR/ PUF Insulation Panel before the commencement of dispatches. The above inspection shall also be cross checked by conducting random samples after the delivery of the materials. The cost of any test recommended shall be borne by BL.	1	L/s		-
	Sub-total				
B	ADD Service Tax @ (A*14%)				-
C	ADD Swatchh Bharat Cess @ 0.50% (A*0.50%)				-
D	ADD Kishan Vikas Cess @ 0.50% (A*0.50%)				-
E	Sub-total - Service Tax (B+C+D)				-
	Total (A+E)				-

